

CITY COUNCIL  
Regular Meeting



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City Council Chamber – 2<sup>nd</sup> Floor  
Revere City Hall  
Revere, MA 02151  
Calendar

**\*\*\*RESCHEDULED FROM JANUARY 26, 2026  
DUE TO SNOWSTORM\*\*\***

Thursday, January 29, 2026, 6:00 PM

Spanish interpretation can be requested at least 48 business hours prior to the public meeting by emailing [translation@revere.org](mailto:translation@revere.org). La interpretación en español puede solicitarse al menos 48 horas hábiles antes de la reunión pública enviando un correo electrónico [translation@revere.org](mailto:translation@revere.org).

## Salute to the Flag

1. **Roll Call of Members**
2. Approval of the Journal of the Regular Meeting of January 12, 2026

## **Public Hearings**

3. **26-006** Hearing called as ordered on a bond authorization for the renovation of the McKinley School in the amount of \$37,000,000.
4. **26-015** Hearing called as ordered on the application of Mazen Seleem, Lama CO, LLC, 25 Moore St., Chelmsford, MA 01824 requesting a special permit from the Revere City Council enable the appellant to operate a commercial auto storage/parking use for 289 vehicles on Lots 17 & 18 Green Street, Revere, MA 02151.
5. **26-016** Hearing called as ordered on the application of Capri, LLC, 1559 North Shore Road, Revere, MA 02151 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming single-story structure by constructing a two-floor addition consisting of eight residential one-bedroom units at 1559 North Shore Road, Revere, MA 02151.
6. **26-017** Hearing called as ordered on the application of Ardit Kraja, 500 Governor's Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

## **Public Comment Pursuant to Chapter 402 of the Acts of 1965**

## **Communications**

7. **26-018** Communication from the Mayor relative to the appointment of Lily Martinez to the Parks and Recreation Commission.
8. **26-019** Communication from the City Auditor requesting various amendments to the Revere Revised Ordinances - Table of Fees.
9. **26-020** Communication from the Chief of Police requesting approval of a five-year contract with Axon Enterprises for the procurement of body-worn cameras for sworn police officers.

10. **26-021** Communication from the Chief of Police requesting approval of a five-year contract with Axon Enterprises for the procurement of less lethal control devices, Taser 10.

**Motions**

11. **26-022** Motion presented by Councillor Cogliandro: That the Mayor be requested to direct the Chief of Police to install a traffic camera at the intersection of Cushman Avenue and Adams Street, on utility pole #1370. This request was previously submitted under Motion 24-237 in July 2024 and was unanimously approved by the Council; however, the camera was not installed due to the lack of available funding.
12. **26-023** Motion presented by Councillor McKenna: That the City Council request Tammy Saporito, National Grid to appear before the City Council to address city-wide issues of double poles and street light outages. Further, that all City Councillors be requested to compile a list of National Grid work orders and issues to present Ms. Saporito at the proposed meeting.
13. **26-024** Motion presented by Councillor McKenna: That the City Council order to a public hearing, An Ordinance Further Amending Title 12 of the Revere Revised Ordinances Relative to Construction Procedures for Street and Sidewalk Openings. (attached)
14. **26-025** Motion presented by Councillor Giannino: That the City Council present a Certificate of Commendation to Fire Fighter Frank Barry in recognition of his retirement after 29 years of dedicated service to the City of Revere.
15. **26-026** Motion presented by Councillor Argenzio, Councillor McKenna, Councillor Mercurio: That the Mayor and Superintendent of Public Works be requested to include a line item in the upcoming public works budget preparation specifically for the planting of street trees and installation of tree pits along city streets. The planting of trees in an urban area such as Revere is vitally important to the air quality and quality of life. A suggested amount for the FY2027 budget is between \$10,000 and \$20,000 with a goal of increasing this amount in subsequent budgets.
16. **26-027** Motion presented by Councillor Guarino-Sawaya: That the Mayor request the Department of Planning & Community Development to provide the City Council with an update on the usage results of QuantAQ monitors to study air quality in Ward 5.
17. **26-028** Motion presented by Councillor Guarino-Sawaya: That the Mayor request the Traffic Commission and the Department of Public Works to evaluate and, if deemed appropriate, install and/or paint “Do Not Block the Box” pavement markings and appropriate signage at the intersection of Revere Street and North Shore Road, following a resident’s continued complaints regarding vehicles frequently blocking the intersection, creating safety concerns for pedestrians, emergency vehicles, and motorists.

18. **26-029** Motion presented by Councillor Guarino-Sawaya: That the Mayor and the Inspectional Services Department, in coordination with Public Works and the Police Department, to develop and implement a standardized Construction Accountability and Neighborhood Protection Plan for all active construction or infrastructure upgrade projects citywide. Such plan shall include, but not be limited to: 1. A publicly accessible compliance checklist outlining requirements related to noise, hours of operation, debris control, safety fencing, sidewalk access, and on-street parking impacts; 2. A requirement that each construction site designate a clearly identified on-site compliance contact, available to the ward Councilor, residents and city departments; 3. Routine and documented inspections throughout the duration of construction, not solely at project commencement; 4. A graduated enforcement process with meaningful penalties for repeat or ongoing violations, including fines and potential work stoppages where applicable; and 5. A mechanism for residents to report violations in real time, with clear response protocols and follow-up. Further, that the Administration provide the City Council with a status update and implementation timeline within a reasonable time frame.
19. **26-030** Motion presented by Councillor Guarino-Sawaya, Councillor Giannino: That the Mayor request Julie DeMauro and the Traffic Advisory Committee to draft a proposed ordinance amendment to Title 10 of the Revised Ordinances of the City of Revere establishing clear definitions, standards, and procedures for the use of speed tables and portable speed bumps, including but not limited to: 1. Definitions distinguishing speed tables from portable speed bumps; 2. Criteria and guidelines for placement, including roadway type, traffic volume, proximity to schools, parks, senior housing, and pedestrian-heavy areas; 3. A formal application and approval process; 4. A schedule and inventory listing within Title 10 identifying approved locations and duration of use; and 5. Maintenance, removal, and seasonal use protocols to ensure consistency, safety, and transparency citywide.

**Late Motions**

20. **26-031** Motion presented by Councillor Cogliandro: That the City Council award a Certificate of Merit to Asani Anderson, a 2nd Grader at the Whelan School, in recognition of his quick life-saving actions on January 13th to save a classmate who was choking during lunch.

**Adjournment**



CITY COUNCIL  
Regular Meeting

City Councillor  
Joseph A. DelGrosso  
City Council Chamber  
Journal  
Monday, January 12, 2026

Regular Meeting of the City Council was called to order at 6:00 PM. Council President Anthony T. Zambuto presiding.

**Salute to the Flag**

1 Roll Call of Members

Attendee Name	Title	Status	Arrived
Paul Argenzio	Councillor	Present	
Anthony Cogliandro	Councillor	Present	
Chris Giannino	Councillor	Present	
Angela Guarino-Sawaya	Councillor	Present	
Robert J. Haas	Councillor	Present	
Michelle Kelley	Councillor	Present	
Joanne McKenna	Councillor	Present	
Jim Mercurio	Councillor	Present	
Ira Novoselsky	Councillor	Present	
Marc Silvestri	Councillor	Present	
Anthony T. Zambuto	Council President	Present	

2 Approval of the Journal of the Regular Meeting of December 15, 2025

**RESULT: ACCEPTED**

3 Approval of the Journal of the Organizational Meeting of January 5, 2026

**RESULT: ACCEPTED**

4 2026 City Council Sub-Committee List

**RESULT: PLACED ON FILE**

**Public Comment Pursuant to Chapter 402 of the Acts of 1965**

There were no participants for public comment.

**Unfinished Business**

5 26-003 Introduction of the City Council Rules of Order.

Minutes Acceptance: Minutes of Jan 12, 2026 6:00 PM (Salute to the Flag)

RESULT: ORDERED - VOICE VOTE

**Communications**

6        26-004        Communication from the City Auditor relative to the quarterly appropriation for RevereTV.

**"SHALL THE CITY COUNCIL APPROVE AN APPROPRIATION IN THE AMOUNT OF \$102,374.68 FROM THE CABLE ACCESS RECEIPT RESERVE FUND TO PAY REVERETV'S QUARTERLY INVOICE?"**

RESULT: ORDERED - VOICE VOTE

7        26-005        Communication from the City Auditor requesting the establishment of a gift account for the Revere Public Library pursuant to MGL Chapter 44, Section 53A.

**"SHALL THE CITY COUNCIL ESTABLISH A DONATION ACCOUNT FOR THE REVERE PUBLIC LIBRARY PURSUANT -TO MGL CHAPTER 44, SECTION 53A?"**

RESULT: ORDERED - VOICE VOTE

8        26-006        Hearing called as ordered on a bond authorization for the renovation of the McKinley School in the amount of \$37,000,000.

**"SHALL THE CITY COUNCIL ORDER THE FOLLOWING BOND AUTHORIZATION TO A PUBLIC HEARING ON JANUARY 26, 2026?"**

**City of Revere, Massachusetts  
Proposed Bond Authorization  
Mixed Use Facility Bonds**

That \$37,000,000 is hereby appropriated to pay costs of the renovation and reconstruction of the McKinley Elementary School as a mixed-use space, including a Revere Public Schools early education center, the Revere Parking Department, Revere Retirement and the Metro North Regional Emergency Communication Center (the "MNRECC"), and including the payment of all costs incidental and related thereto, including the oversight of the construction (the "Project"); and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor is authorized to apply for, accept and expend any grants or aid available for the Project or for the financing thereof, provided that the amount of the borrowing authorized by this order shall be reduced by any amount received by the City from the MNRECC and/or The Commonwealth of Massachusetts (the "Commonwealth") as grants or reimbursement for costs of the Project.

That the Treasurer is authorized to file an application with the appropriate officials of the

Minutes Acceptance: Minutes of Jan 12, 2026 6:00 PM (Salute to the Flag)

Commonwealth to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized to be borrowed pursuant to this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

**RESULT: ORDERED TO PUBLIC HEARING - CC** **Next: 1/26/2026 6:00 PM**

### Motions

- 9      26-007      Motion presented by Councillor Kelley, Councillor Cogliandro: That the Mayor request Brian Dakin of Left Field to appear before the City Council to provide an update on the construction of the new high school.

**RESULT: ORDERED - VOICE VOTE**

- 10      26-008      Motion presented by Councillor Cogliandro, Councillor McKenna, Councillor Mercurio: That the Mayor request the Chief of Planning & Community Development to appear before the City Council to present and discuss all data related to the Harris Street traffic changes, and to provide information on when the community meeting will take place.

Council President Zambuto is recorded as recused from discussion on this motion.

**RESULT: ORDERED - VOICE VOTE**

- 11      26-009      Motion presented by Councillor McKenna, Councillor Mercurio: That the Mayor request the Department of Conservation and Recreation to repair the street lights on Winthrop Parkway along Short Beach. The lights have been destroyed by motor vehicle accidents and have not been repaired since September.

**RESULT: ORDERED - VOICE VOTE**

- 12      26-010      Motion presented by Councillor McKenna, Councillor Mercurio, Councillor Novoselsky: That the Mayor request MassDOT to repair potholes on the westerly side of Revere Beach Parkway, especially in the right-hand lane, from the police station to the intersection of Route 16. This is the second request.

**RESULT: ORDERED - VOICE VOTE**

- 13      26-011      Motion presented by Councillor Giannino, Councillor Guarino-Sawaya: That the City Council formally recognize and commend the following public safety officials for their extraordinary life-saving actions on October 10, 2025. During a medical emergency involving a 9-year-old child in cardiac arrest, members of the Revere Fire Department, Revere

Police Department, and Cataldo EMS responded in the early morning hours and provided immediate, coordinated, and high-quality life-saving care. Due to their rapid actions and teamwork, the child regained cardiac function and has reportedly made a positive neurological recovery. Be it further resolved that the City Council commend Lieutenant Michael Forte, Firefighter George Levasseur, and Firefighter Garret McMahon of Revere Engine 5 for their professionalism, leadership, and exemplary performance under pressure, actions which are a true credit to the Revere Fire Department and the City of Revere. Be it further resolved that the City Council also recognize Revere Police Officers Daniel Redding and Jagger DiCenso; Cataldo EMS Paramedics Kathan Ramnath and Josef Holmes; and EMTs Rose Morgan and Nolan Stimpson for their outstanding interagency collaboration and shared commitment to public safety.

**RESULT: ORDERED - VOICE VOTE**

- 14      26-012      Motion presented by Councillor Argenzio, Councillor Cogliandro: That the Mayor request the Department of Public Works to replace two Stop Signs with two solar powered flashing stop signs on Mountain Avenue at the corner of Adams Street. Mountain Avenue is a long straight road that creates a situation where cars travel at high speeds. There have been numerous high-speed accidents that have occurred at this intersection recently. If funds are not available for the purchase of these signs, that the Mayor be requested to submit a Community Improvement Trust Fund - Ward 4 expenditure request to the City Council for this purpose.

**RESULT: ORDERED - VOICE VOTE**

- 15      26-013      Motion presented by Councillor Guarino-Sawaya, Councillor Cogliandro: That the Mayor request the Traffic Commission to consider establishing a Traffic Commission Regulation limiting the number of residential parking permits issued per address or unit to four (4) with the stipulation that residents may apply for additional parking permits through an appeal process administered by the Parking Department.

**RESULT: ORDERED - VOICE VOTE**

- 16      26-014      Motion presented by Councillor Haas, Councillor Guarino-Sawaya: That the Mayor, in conjunction with the Youth Works Department and School Department, revisit the idea of implementing a Teen Shoveling Program, which would pair students with city seniors and disabled residents who are unable to maintain their properties during winter months, and especially following storms and inclement weather. The program would provide students monetary compensation and/or community service hours.

RESULT: ORDERED - VOICE VOTE

**Adjournment**

The City Council stands adjourned until January 26, 2026.

Ordered adjourned at 7:05 PM.

Attest:

City Clerk

Minutes Acceptance: Minutes of Jan 12, 2026 6:00 PM (Salute to the Flag)



# City of Revere

## CFO/City Auditor/Budget Director

281 Broadway  
 Revere, MA 02151  
 Tel: (781) 286-8131

**Richard Viscay**  
 CFO/City Auditor/Budget Director

January 7, 2026

Anthony Zambuto, City Council President  
 Revere City Hall  
 281 Broadway  
 Revere, MA 02151

RE: Bond Authorization – McKinley School Renovation

Dear Council President Zambuto,

Please find attached bond authorization language for the renovation of the McKinley School for creating a mixed-use facility for the City of Revere, Revere Retirement Board, and the Metro North Regional Emergency Community Center

I will be available for Monday's meeting to discuss the financing of this project. Tom Skwierawski will present a presentation of the construction of the McKinley for your benefit.

Best regards,

Richard Viscay  
 CFO/City Auditor/Budget Director

Cc: Patrick M. Keefe Jr., Mayor  
 Cathy Bowden, Treasurer/Collector  
 Tom Skwierawski, Chief of Planning and Community Development  
 Assunta Newton, Assistant Budget Director

Attachments

Attachment: Bond Authorization McKinley School Renovation (26-006 : Bond Authorization McKinley School Renovation)

**City of Revere, Massachusetts**  
Suggested Form of Loan Order

\$37,000,000 Mixed Use Facility Bonds

Ordered: That \$37,000,000 is hereby appropriated to pay costs of the renovation and reconstruction of the McKinley Elementary School as a mixed-use space, including a Revere Public Schools early education center, the Revere Parking Department, Revere Retirement and the Metro North Regional Emergency Communication Center (the "MNRECC"), and including the payment of all costs incidental and related thereto, including the oversight of the construction (the "Project"); and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor is authorized to apply for, accept and expend any grants or aid available for the Project or for the financing thereof, provided that the amount of the borrowing authorized by this order shall be reduced by any amount received by the City from the MNRECC and/or The Commonwealth of Massachusetts (the "Commonwealth") as grants or reimbursement for costs of the Project.

Further Ordered: That the Treasurer is authorized to file an application with the appropriate officials of the Commonwealth to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized to be borrowed pursuant to this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

C-26-01

## PUBLIC HEARING NOTICE

Notice is hereby given in accordance with the provisions of Chapter 40A of the Massachusetts General Laws and Section 17.16.040 of the Revised Ordinances of the City of Revere that the Revere City Council will conduct a public hearing on Monday evening, January 26, 2026 at 6:00 P.M. in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151 on the application of Mazen Seleem, Lama CO, LLC, 25 Moore St., Chelmsford, MA 01824 requesting a special permit from the Revere City Council enable the appellant to operate a commercial auto storage/parking use for 289 vehicles on Lots 17 & 18 Green Street, Revere, MA 02151.

A copy of the aforementioned application (C-26-01) is on file and available for public inspection in the office of the City Clerk, Revere City Hall, Revere, Massachusetts, Monday through Thursday from 8:15AM to 5:00PM and on Friday 8:15AM to 12:15PM. If unable to attend the public hearing, proponent/opponent testimony will be accepted in writing to [amelnik@revere.org](mailto:amelnik@revere.org) on or before January 20, 2026.

Attest:

Ashley E. Melnik  
City Clerk

Revere Journal  
Check attached #1002  
12/31/2025  
01/07/2026

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

FORM B

APPLICATION NO. C-26-01

DATE: 12/22/2025

**City of Revere, Massachusetts  
Revere City Council  
Application For  
Special Permit**

All parts of this application and the attached documents shall be completed and submitted under the pains and penalties of perjury. Incomplete filings may be rejected.

The applicant must be prepared to present data that tends to indicate that the public convenience and welfare will be substantially served by granting the exception or permission requested. That the exception or permission requested will not tend to impair the status of the neighborhood; that the exception or permission requested will be in harmony with the general purposes and intent of the Revised Ordinances of the City of Revere.

I hereby request a hearing before the Revere City Council for the following:

- A. Application for Planned Unit Development Title 17, Chapter 17.20, Section 17.20.010, 17.20.200 (Revised Ordinances of the City of Revere),
- B. Application for Special Permit (Revised Ordinances of the City of Revere), Title 17, Chapter 17.16, Section \_\_\_\_\_.
- C. Application for Special Permit for Alteration and Extension of Nonconforming Uses (Revised Ordinances of the City of Revere), Title 17, Chapter 17.40, Section 17.40.020.

1. Applicant submitting this application is:

Name: Mazen Seleem ( Lama CO LLC)

Address: 25 Moore St, Chelmsford, MA , 01824

Tel. #: 4153740600

2. Applicant is:  Tenant  Licensee \_\_\_\_\_ Prospective Purchaser  
\_\_\_\_\_ Owner \_\_\_\_\_ Other (Describe)

2025 DEC 22 PM 2:05  
OFFICIAL CLERK  
REVERE MASS

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

3. The following person is hereby designated to represent the applicant in matters arising hereunder:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. #: \_\_\_\_\_

4. The land for which this application is submitted is owned by:

Name: Parkway Homes Owner, LLC

Address: 235 Bear Hill Road, Waltham, MA 02451

Tel. #: 617-500-7347

5. The land described in this application is recorded in Suffolk County Registry of Deeds

Book 65968, Page 246. Certificate # (if registered) \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

6. Plans describing and defining the Exception to Use Regulations In Certain Districts, the Special Permit or Special Permit For Alteration and Extension of Nonconforming Uses are included herewith and made a part hereof and are titled and dated:

\_\_\_\_\_

Lot # 17 & 18 Sq. Ft. 104,462

7. A map describing the land uses of adjacent and nearby properties is included and made a part of this application.

8. A locus map (8½" x 11") copy of City of Revere or USGS topographic sheet with site marked for which permit is requested is included and made a part of this application.

9A. Is the site of this application subject to the Wetland Protection Act (M.G.L., Chapter 131, Sec. 40A or Chapter 130, Sec. 105)?

yes

no

do not know

9B. Is the location of the site of this application within 100 feet of:

\_\_\_\_\_ a coastal beach; \_\_\_\_\_ salt marsh; \_\_\_\_\_ land under the ocean;

do not know; \_\_\_\_\_ no.

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

10. Describe the property for which this application is being submitted (including dimensions of land, existing buildings, if any, availability of utilities, sewer, water, etc.):

Empty land, formerly used a a trailer park, partially paved. There are electric wire poles present, no water or sewer actively open.

11. What is the nature of the exception or special permit requested in this application?

Parking and storage is needed for automobiles

Date of denial by Building Inspector and/or Planning Board

11/18/2025

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

I hereby certify under the pains and penalties of perjury that the foregoing information contained in this application is true and complete.

*Mazen Seleem* dotloop verified  
12/22/25 12:21 PM EST  
WSXE-TSKQ-ARBR-SH3N

Signature of Applicant

12/22/2025

Date

[Signature box]

Signature of Owner

Date

[Signature box]

Signature of Designated Representative

Date

Received from above applicant, the sum of \$ \_\_\_\_\_ to apply against administrative and mailing costs.

\_\_\_\_\_

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

**General Disclosure of Constituent Information  
Relative to Applications Submitted to the Revere City Council  
For Authorizations, Permits, Special Permits, Licenses, Variances, Orders of Conditions, Approvals,  
Modifications and Amendments Which are Subject of Proceedings Before the Revere City Council**

1. Name and residential address of party submitting application:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Name and residential address of each landowner on whose property subject matter will be exercised:  
(Attach additional pages, if necessary.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

3. If the party is a partnership, state the name and residential address of all partners within sixty (60) days of this application:

Partner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

4. Name and residential address of each party to whom subject authorization will be issued:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

5. If the party is a trust, provide the name and residential address of each trustee and beneficiary within sixty (60) days of this application:

Trustee's Name: \_\_\_\_\_

Address:

The trust documents are on file at \_\_\_\_\_ and will be delivered upon request.

5. If the party is a joint venture, state the name and residential address of each person, form of company that is party to the joint venture within sixty (60) days of the filing of this application.

Joint Venture Name: \_\_\_\_\_

Address: \_\_\_\_\_

A copy of the Joint Venture agreement is on file at \_\_\_\_\_ and will be delivered upon request.

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

Page 2  
General Disclosure Form

7. If the party is a corporation, provide the name and residential address of each officer, director and shareholder owning more than 50% of the interest in the Corporation within sixty (60) days of the date of this application:

Officer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Director's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Shareholder's Name: \_\_\_\_\_  
(50% or more)

Address: \_\_\_\_\_

8. If the party is a General Partnership, provide the name and residential address of each partner in the partnership within sixty (60) days of the date of this application.

General Partner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

9. If the party is a Limited Partnership, provide the name and residential address of each General Partner of the Limited Partnership within sixty (60) days from the date of this application.

General Partner's Name  
of Limited Partnership: \_\_\_\_\_

Address: \_\_\_\_\_

10. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate require by Mass. General Law, Chapter 110, Section 5, is on file:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

The foregoing information is provided under the Pains and Penalty of Perjury.

Signature of each party and landowner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

### Request for Finding of Fact – Special Permit

Now comes the applicant \_\_\_\_\_ who has applied to this Honorable City Council for a special permit for property located at \_\_\_\_\_ and asks that said Council make the following findings of fact:

1. That the proposed use would be in harmony with the general purpose and intent of the Zoning Ordinance for the following reasons:

- (a)
- (b)
- (c)

2. That the specific site is an appropriate location for such use for the following reasons:

- (a)
- (b)
- (c)

3. That the specific site has adequate public sewerage and water facilities and water systems for the following reasons:

- (a)
- (b)
- (c)

4. That the use as developed will not adversely affect the neighborhood, for the following reasons:

- (a)
- (b)
- (c)

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

Page 2  
Finding of Fact Form

5. That there will not be a nuisance or serious hazard to vehicles or pedestrians using \_\_\_\_\_ for the following reasons:

(streets)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

6. That adequate and appropriate facilities will be provided for the proper use, for the following reasons:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted by: \_\_\_\_\_

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

*Mazen Seleem* dotloop verified  
12/22/25 12:21 PM EST  
4XOE-ASEK-STIW-AOXH

Signature of Individual or  
Corporate Name Lama CO LLC

by: \_\_\_\_\_  
Corporate Officer (if applicable)

Certification

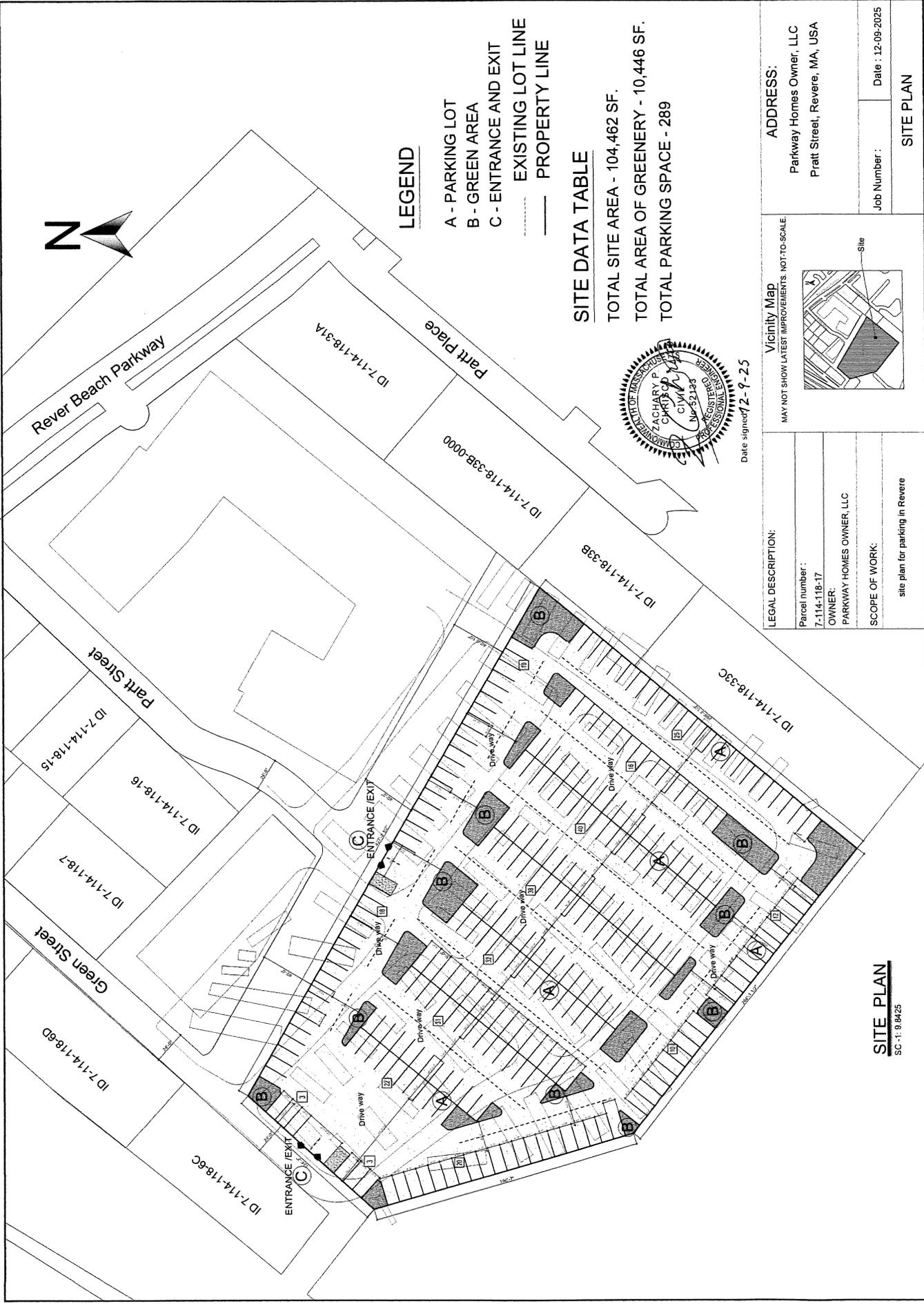
Pursuant to M.G.L. Chapter 40, Section 57(a), and Title 3, Chapter 3.04, Section 3.04.020 of the Revised Ordinances of the City of Revere, Massachusetts, I hereby certify, under penalties of perjury, that I have paid all City of Revere real estate taxes, water and sewer assessments and any other municipal charges required under law.

*Mazen Seleem* dotloop verified  
12/22/25 12:21 PM EST  
1PTK-YFMF-J8YE-CQV8

Signature of Individual or  
Corporate Name Lama CO LLC

by: \_\_\_\_\_  
Corporate Officer (if applicable)

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)



**LEGEND**

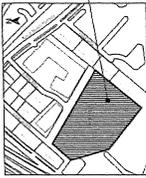
- A - PARKING LOT
- B - GREEN AREA
- C - ENTRANCE AND EXIT
- EXISTING LOT LINE
- PROPERTY LINE

**SITE DATA TABLE**

TOTAL SITE AREA - 104,462 SF.  
 TOTAL AREA OF GREENERY - 10,446 SF.  
 TOTAL PARKING SPACE - 289



Date signed 2-9-25

LEGAL DESCRIPTION:	Vicinity Map	ADDRESS:
Parcel number: 7-114-118-17	MAY NOT SHOW LATEST IMPROVEMENTS. NOT TO SCALE.	Parkway Homes Owner, LLC Pratt Street, Revere, MA, USA
OWNER: PARKWAY HOMES OWNER, LLC		Job Number:      Date: 12-09-2025
SCOPE OF WORK: site plan for parking in Revere		<b>SITE PLAN</b>

**SITE PLAN**  
SC-1-9.8425

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

CITY OF REVERE APPLICATION REVIEW

City of Revere Site Plan Review Review Comments

From: Frank Stringi
Date: November 18, 2025
Application #: SPR25-000152
Address: GREEN ST
Description: Parking
Review Status: Denied

Thank you for your recent permit application for Parking. I have completed my initial review and my comments are listed below, you can view marked up plans on our CLICK HERE TO VIEW YOUR APPLICATION. Please note that you may receive additional comments from other city departments as your application is reviewed. You can follow the progress of your application by clicking on the link to the online portal above and signing into your account.

Reviewer: Frank Stringi, Community Development, Denied

1 This plan has been denied for the following reasons: In accordance with Section 17.16.040, commercial auto storage/parking is only allowed by special permit of the City Council within the TED District.

NOTE: If your application is marked "Resubmittal Required", you do not need to submit a new application. Log back into your account and edit either your Registration or Permit as requested in the comments.

Please do not reply to this automated email. All resubmittals should be done using our online portal at www.citizencenter.com/revere-re-review. Furnishing the above requested information will help expedite the approval of your application.



12/18/25



Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value	Legal Description
130	1.120			1,121,000	1,121,000	THRU TO PRATT ST
Total Card	1.120			1,121,000	1,121,000	Entered Lot Size
Total Parcel	1.120			1,121,000	1,121,000	Total Land: 43560
Source: Market Adj Cost		Total Value per SQ unit Card: N/A				Parcel: N/A
						Land Unit Type: SF

OWNERSHIP

Owner 1: PARKWAY HOMES OWNER LLC

Owner 2:

Owner 3:

Street 1: 300 WASHINGTON ST

Street 2: SUITE 300

Twn/City: NEWTON

S/Prov: MA

Postal: 02458

PREVIOUS ASSESSMENT

Parcel ID: 7-114-118-17

Tax Yr	Use	Cat	Blgd Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Year End Roll	Date
2026	130	NC		0	1.12	1,121,000	1,121,000	1,121,000	Year End Roll	10/30/2025
2025	103	FV	360,500	0	1.12	360,500	360,500	360,500	Year End Roll	12/18/2024
2025	103	NC		0	1.12	360,500	360,500	360,500	Year End Roll	11/11/2024
2024	103	FV	327,800	0	1.12	327,800	327,800	327,800	Year End Roll	12/26/2023
2024	103	NC		0	1.12	327,800	327,800	327,800	Year End Roll	11/20/2023
2023	103	FV	286,400	0	1.12	286,400	286,400	286,400	Year End Roll	10/21/2022
2023	103	NC		0	1.12	286,400	286,400	286,400	Year End Roll	10/16/25
2022	103	FV	273,300	0	1.12	273,300	273,300	273,300	Year End Roll	12/30/2021

PREVIOUS ASSESSMENT

Parcel ID: 7-114-118-17

118661

PRINT

Date: 12/22/25

Time: 12:46:18

LAST REV

Date: 10/16/25

Time: 15:24:19

USER DEFINED

Prior Id # 1: RB

Prior Id # 2:

Prior Id # 3:

ASR Map: 7

Fact Dist:

Reval Dist:

Year:

LandReason:

BldReason:

CivilDistrict:

Ratio:

PAT ACCT.

Notes

1866

TAX DISTRICT

Legal Ref: 65968-246

Type: MULTIPLE PAR

Date: 7/17/2021

Sale Code: MULTIPLE PAR

Sale Price: 5,600,000

V: No

Tst: No

Verif: No

SALES INFORMATION

Grantor: PARKWAY MOBILE

Legal Ref: 65968-246

Type: MULTIPLE PAR

Date: 7/17/2021

Sale Code: MULTIPLE PAR

Sale Price: 5,600,000

V: No

Tst: No

Verif: No

NARRATIVE DESCRIPTION

This Parcel contains 1.12 Acres of land mainly classified as LAND

OTHER ASSESSMENTS

Code

Descrpt/No

Amount

Com. Int.

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z		water				
o		Sewer				
n		Electri				
		Exmpt				
Census:						
Flood Haz:		Topo				
D		Street				
s		Gas:				
t						

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
2/8/2016	VACANT	406	ROBBIE MC
11/2/2007	Change	102	JM
4/18/2007	VACANT	336	MATT MCGRATH

LAND SECTION (First 7 lines only)

Use Code	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh	Neigh	Int 1	%	Int 2	%	Int 3	%	Appraised Value	All Class	%	Spec Land Code	Fact Use Value	Notes
130	LAND	43560		Sq Feet	SITE	1.0	0	25.5	1.00	CA									1,110,780				1,110,800	
130	LAND	0.12		Acres	EXPAN		0	85,000.	1.00	CA									10,200				10,200	

Sign: \_\_\_\_\_

VERIFICATION OF VISIT NOT DATA

Total AC/H/A: 1.12000

Total SF/SM: 48787

Parcel LUC: 130

LAND

Prime NB Desc: COMM AVG

Total: 1,120,980

Spl Credit:

Total: 1,121,000

USE VALUE: 1,121,000/

ASSESSED: 1,121,000/

1,121

GIS Ref

7/14-118/17

GIS Ref

Insp Date

02/08/16

User Acct

7/14-118/17

GIS Ref

Insp Date

02/08/16

Parcel ID: 7-114-118-17

118661

PRINT

Date: 12/22/25

Time: 12:46:18

LAST REV

Date: 10/16/25

Time: 15:24:19

USER DEFINED

Prior Id # 1: RB

Prior Id # 2:

Prior Id # 3:

ASR Map: 7

Fact Dist:

Reval Dist:

Year:

LandReason:

BldReason:

CivilDistrict:

Ratio:

SALES INFORMATION

Grantor: PARKWAY MOBILE

Legal Ref: 65968-246

Type: MULTIPLE PAR

Date: 7/17/2021

Sale Code: MULTIPLE PAR

Sale Price: 5,600,000

V: No

Tst: No

Verif: No

TAX DISTRICT

Legal Ref: 65968-246

Type: MULTIPLE PAR

Date: 7/17/2021

Sale Code: MULTIPLE PAR

Sale Price: 5,600,000

V: No

Tst: No

Verif: No

PREVIOUS ASSESSMENT

Parcel ID: 7-114-118-17

118661

PREVIOUS ASSESSMENT

Parcel ID: 7-114-118-17

118661

14 FURLONG DR 6-120B-10  
 LUC: 332  
 271 LEE BURBANK REALTY TRUST  
 CHIUCCARIELLO MARIO TRUSTEE  
 38 CHURCH ST  
 WINCHESTER, MA 01890

GREEN ST 7-114-118-17  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

22 GREEN ST 7-114-118-7  
 LUC: 101  
 BOWEN DENNIS  
 BOWEN ANN MARIE  
 22 GREEN ST  
 REVERE, MA 02151

ON 15FT WY LEADI 6-120B-11  
 LUC: 392  
 271 LEE BURBANK REALTY TRUST  
 CHIUCCARIELLO MARIO TRUSTEE  
 38 CHURCH ST  
 WINCHESTER, MA 01890

PRATT ST 7-114-118-18  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

18 GREEN ST 7-114-118-8  
 LUC: 101  
 MACKELL SHAUN  
 MCGORTY AMANDA  
 18 GREEN ST  
 REVERE, MA 02151

RIGHT OF WAY 6-120B-12  
 LUC: 930  
 CITY OF REVERE  
 281 BROADWAY  
 REVERE, MA 02151

PRATT ST 7-114-118-19  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

80 RAILROAD ST 7-120A-3  
 LUC: 316  
 RICMER PROPERTIES INC  
 1222 BENNINGTON ST  
 EAST BOSTON, MA 02128

20 FURLONG DR 6-120B-13  
 LUC: 316  
 R-JEAN INC  
 20-26 FURLONG DR  
 REVERE, MA 02151

PRATT ST 7-114-118-20  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

289 LEE BURBANK HWY 6-120B-5A  
 LUC: 103  
 IMPERIAL REALTY TRUST  
 297 LEE BURBANK LLC, TRUSTEE  
 297 LEE BURBANK HWY  
 REVERE, MA 02151

PRATT ST 7-114-118-21  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

297 LEE BURBANK HWY 6-120B-6  
 LUC: 326  
 IMPERIAL REALTY TRUST  
 297 LEE BURBANK, LLC TRUSTEE  
 297 LEE BURBANK HWY  
 REVERE, MA 02151

PRATT ST 7-114-118-22  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

301 LEE BURBANK REAR HWY 6-120B-7  
 LUC: 930  
 CITY OF REVERE  
 281 BROADWAY  
 REVERE, MA 02151

PRATT CT 7-114-118-28  
 LUC: 130  
 PARKWAY HOMES OWNER LLC  
 300 WASHINGTON ST  
 SUITE 300  
 NEWTON, MA 02458

12 FURLONG DR 6-120B-9  
 LUC: 316  
 271 LEE BURBANK REALTY TRUST  
 CHIUCCARIELLO MARIO, TRUSTEE  
 38 CHURCH ST  
 WINCHESTER, MA 01890

349 LEE BURBANK HWY 7-114-118-5  
 LUC: 112  
 21 GREEN STREET LLC  
 335 LEE BURBANK HWY  
 REVERE, MA 02151

15 PRATT ST 7-114-118-15  
 LUC: 104  
 GUZMAN EDWIN J  
 15 PRATT ST  
 REVERE, MA 02151

333 LEE BURBANK HWY 7-114-118-6C  
 LUC: 112  
 333 LEE BURBANK LLC  
 335 LEE BURBANK HWY  
 REVERE, MA 02151

23 PRATT ST 7-114-118-16  
 LUC: 101  
 PRATT STREET REALTY TRUST  
 SICA DANIEL, TRUSTEE  
 335 LEE BURBANK HWY  
 REVERE, MA 02151

335 LEE BURBANK HWY 7-114-118-6D  
 LUC: 332  
 335 LEE BURBANK LLC  
 335 LEE BURBANK HWY  
 REVERE, MA 02151

THIS IS A TRUE & ATTESTED  
 COPY OF THE RECORDS OF THE  
 ASSESSOR'S OFFICE OF THE  
 CITY OF REVERE  
 DATE: 12/22/25

Attachment: C2601.GreenStreet (26-015 : Special Permit C-26-01, Green Street)

C-26-02

## PUBLIC HEARING NOTICE

Notice is hereby given in accordance with the provisions of Chapter 40A of the Massachusetts General Laws and Section 17.40.030 of the Revised Ordinances of the City of Revere that the Revere City Council will conduct a public hearing on Monday evening, January 26, 2026 at 6:00 P.M. in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151 on the application of Capri, LLC, 1559 North Shore Road, Revere, MA 02151 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming single-story structure by constructing a two-floor addition consisting of eight residential one-bedroom units at 1559 North Shore Road, Revere, MA 02151.

A copy of the aforementioned application (C-26-02) is on file and available for public inspection in the office of the City Clerk, Revere City Hall, Revere, Massachusetts, Monday through Thursday from 8:15AM to 5:00PM and on Friday 8:15AM to 12:15PM. If unable to attend the public hearing, proponent/opponent testimony will be accepted in writing to [amelnik@revere.org](mailto:amelnik@revere.org) on or before January 20, 2026.

Attest:

Ashley E. Melnik  
City Clerk

Revere Journal  
Check attached #11261  
01/07/2026  
01/14/2026

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

FORM B

APPLICATION NO. C-26-02

DATE: December 24, 2025

**City of Revere,  
Massachusetts Revere City  
Council Application For  
Special Permit**

All parts of this application and the attached documents shall be completed and submitted under the pains and penalties of perjury. Incomplete filings may be rejected.

The applicant must be prepared to present data that tends to indicate that the public convenience and welfare will be substantially served by granting the exception or permission requested. That the exception or permission requested will not tend to impair the status of the neighborhood; that the exception or permission requested will be in harmony with the general purposes and intent of the Revised Ordinances of the City of Revere.

I hereby request a hearing before the Revere City Council for the following:

- A. Application for Planned Unit Development Title 17, Chapter 17.20, Section 17.20.010, 17.20.200 (Revised Ordinances of the City of Revere),
- B. Application for Special Permit (Revised Ordinances of the City of Revere), Title 17, Chapter 17.16, Section \_\_\_\_.
- C. Application for Special Permit for Alteration and Extension of Nonconforming Structure (Revised Ordinances of the City of Revere), Title 17, Chapter 17.40, Section 17.40.030.

1. Applicant submitting this application is:

Name: Capri LLC

Address: 1559 North Shore Road, Revere, MA 02151

Tel. #: c/o D'Ambrosio LLP (617) 720-5657

2. Applicant is:  Tenant  Licensee  Prospective Purchaser

Owner  Other (Describe)

REVERE CITY COUNCIL  
2025 DEC 24 10:00 AM

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

3. The following person is hereby designated to represent the applicant in matters arising hereunder:

Name: Gerry D'Ambrosio, Esq., and Quinn O'Sullivan, Esq.

Title: Counsel for Applicant

Address: 14 Proctor Ave, Revere, MA 0251

Tel. #: (617) 720-5657

4. The land for which this application is submitted is owned by:

Name: Capri LLC

Address: 1559 North Shore Road, Revere, MA 02151

Tel. #: c/o D'Ambrosio LLP (617) 720-5657

5. The land described in this application is recorded in Suffolk County Registry of Deeds, Document No. 937702, Certificate No. 138974, and is known and numbered as 1559 North Shore Road.

Please see deed attached hereto as Exhibit A.

6. Plans describing and defining the Special Permit For Alteration and Extension of Nonconforming Uses are included herewith and made a part hereof and are titled and dated:

Please see plans attached hereto as Exhibit B.

Lot # 8-136-1 Sq. Ft. approx. 2,416

7. A map describing the land uses of adjacent and nearby properties is included and made a part of this application.

Please see Revere Zoning Map (2025) enlargement attached hereto as Exhibit C.

8. A locus map (8½" x 11") copy of City of Revere or USGS topographic sheet with site marked for which permit is requested is included and made a part of this application.

Please see Revere GIS map enlargement and USGS topography map, attached hereto as Exhibit D.

9A. Is the site of this application subject to the Wetland Protection Act (M.G.L., Chapter 131, Sec. 40A or Chapter 130, Sec. 105)?

yes

no

do not know

9B. Is the location of the site of this application within 100 feet of:

a coastal beach;  salt marsh;  land under the ocean;

do not know;  no.

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

10. Describe the property for which this application is being submitted (including dimensions of land, existing buildings, if any, availability of utilities, sewer, water, etc.):

The Property contains a single-story commercial building dating from approximately 1900. As such, the Property already features adequate utility, water, and sewer service. The Applicant will take action to upgrade utilities as necessary to support the proposed use.

That certain parcel of land, together with the buildings located thereon, known and numbered as 1559 North Shore Road, situated in Revere, Suffolk County, Massachusetts, bounded and described as follows:

- Northeasterly By the southwesterly line of Dehon Street, twenty-four and 82/100 (24.82) feet;
- Easterly By the junction of said Dehon Street and North Shore Road, formerly called Otis Street, measuring on the westerly line thereof, fifteen and 70/100 (15.70) feet;
- Southeasterly By the northwesterly line of said North Shore Road, sixty (60.00) feet;
- Southwesterly By land now or formerly of Edward E. Orr et al Trustees, thirty-four and 82/100 (34.82) feet; and
- Northwesterly By Lot B as shown on the plan hereinafter mentioned, seventy (70.00) feet.

Said land is shown as Lot A on a subdivision plan drawn by J. Lewis Carr, Civil Engineer, dated October 1918 as approved by the Land Court, filed with the Land Registration Office as Plan No. 5437-B, a copy of a portion of which is filed with Certificate of Title No. 10272.

Please see site photos attached hereto as Exhibit E.

11. What is the nature of the exception or special permit requested in this application?

The Applicant seeks to reconstruct, alter, and extend the pre-existing nonconforming structure at the Property by constructing a two-floor addition. The Property currently contains a single-story pre-existing nonconforming structure where the Applicant operates a restaurant. The addition proposes eight (8) new residential, one-bedroom units to be constructed above the single-story commercial restaurant space (the "Project"). The proposed residential and restaurant uses are allowed by right in the General Business ("GB") zoning district where the Property is located. The alteration and extension of the preexisting nonconforming structure is allowable by special permit of the Revere City Council under the Revere Zoning Ordinances, Chapter 17.40. Section 17.40.030.

The Revere City Council should award this special permit because the Applicant's proposal will significantly benefit the surrounding neighborhood. The Project represents an investment in the community by a local business owner and will result in a mixed-use building, consisting of the proposed modern housing units and the established locally owned and run restaurant. The structural alterations will enhance the value and aesthetics of the Property and create additional housing units in the City of Revere.

The Property's location is well suited for such mixed-use development. The Property is located in the vibrant, mixed-use Shirley Avenue neighborhood. Furthermore, the Property is within an approximate three (3) minute walk of the Revere Beach MBTA station. Therefore, the new housing units are anticipated to have minimal traffic impacts as residents are likely to utilize nearby public transportation. The Project will also provide economic benefits, as residents will look to local neighborhood businesses for their daily needs, increasing foot traffic and business.

Overall, the Project will create a three-story, mixed-use building to the benefit of the surrounding neighborhood. The addition will create eight (8) new housing units in the City of Revere while retaining a locally owned and run restaurant. Accordingly, as the Applicant's proposal will improve the conditions of the neighborhood and provide much-needed transit-oriented housing units, the proposal is in harmony with the purpose and intent of the Revere Zoning Ordinances.

Date of denial by Building Inspector and/or Planning Board: December 23, 2025. Please see the Site Plan Review Committee denial letter attached hereto as Exhibit F.

I hereby certify under the pains and penalties of perjury that the foregoing information contained in this application is true and complete.

Claudia G  
Signature of Applicant, Claudia Gallego, Capri LLC

10/13/25  
Date

Claudia G  
Signature of Owner, Claudia Gallego, Capri LLC

10/13/25  
Date

[Signature]  
Signature of Designated Representative

12/24/25  
Date

Received from above applicant, the sum of \$ \_\_\_\_\_ to apply against administrative and mailing costs.

\_\_\_\_\_

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

**General Disclosure of Constituent Information Relative to  
Applications Submitted to the Revere City Council  
For Authorizations, Permits, Special Permits, Licenses, Variances, Orders of Conditions, Approvals,  
Modifications and Amendments Which are Subject of Proceedings Before the Revere City Council**

1. Name and residential address of party submitting application:

Name: Capri LLC

Address: 1559 North Shore Road, Revere, MA

2. Name and residential address of each landowner on whose property subject matter will be exercised: (Attach additional pages, if necessary.)

Name: Capri LLC

Address: 1559 North Shore Road, Revere, MA

3. If the party is a partnership, state the name and residential address of all partners within sixty (60) days of this application:

Partner's Name: N/A

Address: N/A

4. Name and residential address of each party to whom subject authorization will be issued:

Name: N/A

Address: N/A

5. If the party is a trust, provide the name and residential address of each trustee and beneficiary within sixty (60) days of this application:

Trustee's Name: N/A

Address: N/A

The trust documents are on file at N/A and will be delivered upon request.

5. If the party is a joint venture, state the name and residential address of each person, form of company that is party to the joint venture within sixty (60) days of the filing of this application.

Joint Venture Name: N/A

Address: N/A

A copy of the Joint Venture agreement is on file at N/A and will be delivered upon request.

Page 2  
General Disclosure Form

7. If the party is a corporation, provide the name and residential address of each officer, director and shareholder owning more than 50% of the interest in the Corporation within sixty (60) days of the date of this application:

Officer's Name: N/A  
Address: N/A  
Director's Name: N/A  
Address: N/A  
Shareholder's Name: N/A  
(50% or more)  
Address: N/A

8. If the party is a General Partnership, provide the name and residential address of each partner in the partnership within sixty (60) days of the date of this application.

General Partner's Name: N/A  
Address: N/A

9. If the party is a Limited Partnership, provide the name and residential address of each General Partner of the Limited Partnership within sixty (60) days from the date of this application.

General Partner's Name  
of Limited Partnership: N/A  
Address: N/A

10. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificated require by Mass. General Law, Chapter 110, Section 5, is on file:

Capri LLC d/b/a Capri, 1559 North Shore Rd, Revere, business certificate on file with the City Clerk of the City of Revere, 281 Broadway, Revere, MA, dated August 31, 2022, and with an expiration date of September 1, 2026.

Additionally, Capri Bistro & Lounge, 1559 North Shore Rd, Revere, business certificate on file with the City Clerk of the City of Revere, 281 Broadway, Revere, MA, dated January 11, 2023, and with an expiration date of January 11, 2027.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

The foregoing information is provided under the Pains and Penalty of Perjury. Signature of each party and landowner:

*Pandora*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

### Request for Finding of Fact – Special Permit

Now comes the applicant Capri LLC who has applied to this Honorable City Council for a special permit for property located at 1559 North Shore Road and asks that said Council make the following findings of fact:

1. That the proposed use would be in harmony with the general purpose and intent of the Zoning Ordinance for the following reasons:
  - (a) The proposed use is in harmony with the intent of the Zoning Ordinance as it encourages housing for persons of all income levels, facilitates provision of transportation, conserves the value of land and buildings, encourages the most appropriate use of land throughout the city, and preserves and increases amenities. See, Revere Zoning Ordinance, § 17.40.010.
2. That the specific site is an appropriate location for such use for the following reasons:
  - (a) The Property is appropriate because the Project will not increase the footprint of the preexisting nonconforming structure. Rather, the Project proposes adding two floors over the existing footprint, creating additional residential space without increasing congestion.
  - (b) The Property is located within the General Business zoning district which will allow for both apartment use and restaurant use as of right, and therefore the uses are both appropriate and desired.
  - (c) The Property is located in the vibrant, mixed-use Shirley Avenue neighborhood and its residents are anticipated to patronize local businesses to the economic benefit of the surrounding small businesses.
3. That the specific site has adequate public sewerage and water facilities and water systems for the following reasons:
  - (a) There are adequate facilities already serving the Property.
4. That the use as developed will not adversely affect the neighborhood, for the following reasons:
  - (a) The Project will create new transit-oriented housing units, the residents of which are anticipated to use public transportation such that traffic impacts are anticipated to be minimal.
  - (b) The proposed mixed commercial and residential use will not deviate or substantially change the character of the neighborhood, where other similar mixed-use developments have been constructed.
5. That there will not be a nuisance or serious hazard to vehicles or pedestrians using North Shore Road and Dehon Street for the following reasons:
  - (a) The Project is transit-oriented with no onsite parking, such that no negative traffic impacts are anticipated.
6. That adequate and appropriate facilities will be provided for the proper use, for the following reasons:
  - (a) Adequate and appropriate facilities already service the property.

Date: 12/24/25

Respectfully submitted by: Quinn O'Sullivan Esq. D'Ambrosio LLP

Certification

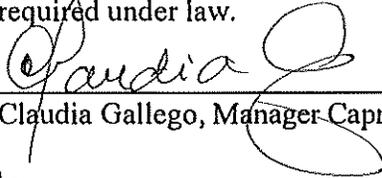
Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

  
\_\_\_\_\_  
Claudia Gallego, Manager  
Capri LLC

by: \_\_\_\_\_  
Corporate Officer (if applicable)

Certification

Pursuant to M.G.L. Chapter 40, Section 57(a), and Title 3, Chapter 3.04, Section 3.04.020 of the Revised Ordinances of the City of Revere, Massachusetts, I hereby certify, under penalties of perjury, that I have paid all City of Revere real estate taxes, water and sewer assessments and any other municipal charges required under law.

  
\_\_\_\_\_  
Claudia Gallego, Manager Capri LLC

by: \_\_\_\_\_  
Corporate Officer (if applicable)

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

EXHIBIT – A

QUITCLAIM DEED

1559 North Shore Road, Revere, MA 02151

Ahmed Ghat, Trustee of the 1559 North Shore Road Realty Trust, under Declaration of Trust dated June 15, 2018, filed with the Suffolk Registry of Deeds on Certificate No. 134981 (Book 670, Page 181) as Document No. 883994, of 87 Douglas Street, Revere, Massachusetts 02151, for consideration paid and in full consideration of SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00) GRANT TO Capri LLC, a Massachusetts limited liability company with a principal business address of 1559 North Shore Road, Revere, MA 02151, with QUITCLAIM COVENANTS,

That certain parcel of land, together with the buildings located thereon, situated in Revere, Suffolk County, Massachusetts, bounded and described as follows:

NORTHEASTERLY by the southwesterly line of Dehon Street, twenty-four and 82/100 (24.82) feet;

EASTERLY by the junction of said Dehon Street and North Shore Road, formerly called Otis Street, measuring on the westerly line thereof, fifteen and 70/100 (15.70) feet;

SOUTHEASTERLY by the northwesterly line of said North Shore Road, sixty (60.00) feet;

SOUTHWESTERLY by land now or formerly of Edward E. Orr et al Trustees, thirty-four and 82/100 (34.82) feet; and

NORTHWESTERLY by Lot B as shown on the plan hereinafter mentioned, seventy (70.00) feet.

Said land is shown as Lot A on a subdivision plan drawn by J. Lewis Carr, Civil Engineer, dated October 1918 as approved by the Court, filed in the Land Registration Office as Plan No. 5437-B, a copy of a portion of which is filed with Certificate of Title No. 10272.

This conveyance does not constitute a conveyance of all or substantially all of Grantor's assets in Massachusetts.



2022 00937702  
Cert#: 138974 Bk: 690 Pg: 174  
Doc: DED 09/12/2022 02:08 PM SF  
ATTEST: Stephen J. Murphy, Register  
Suffolk County Registry of Deeds

MASSACHUSETTS EXCISE TAX  
Suffolk County District ROD # 001  
Date: 09/12/2022 02:08 PM  
Cit# 225532 12758 Doc# 00937702  
Fee: \$3,420.00 Cons: \$750,000.00

Locus: 1559 North Shore Road, Revere, MA

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

Meaning and intending to convey the same Premises conveyed to the Grantor by deed dated June 15, 2019, filed with the Suffolk County Registry of Deeds as Document No. 883993, on Certificate of Title No. 134981.

I, Ahmed Ghiat, Trustee, under the pains and penalties of perjury, state that there are no persons entitled to the benefit of the Homestead Act and hereby release and terminate any and all rights and/or estates of homestead in and to the property conveyed herein, whether created a by operation of law or declaration and all other rights to the premises described above.

*Signature Follows Next Page*

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

WITNESS my hand and seal this 29 day of August, 2022.

*Ahmed Ghat*  
Ahmed Ghat, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

August 29, 2022

On this 29<sup>th</sup> day of August, 2022, before me, the undersigned notary public, personally appeared **Ahmed Ghat, Trustee**, as aforesaid, proved to me through satisfactory evidence of identification, which was MAS ID card, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

*Domenic Finelli*  
Notary Public: Domenic Finelli

My Commission Expires: April 5, 2024

 **DOMENIC FINELLI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 5, 2024

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

937702

DOC No: 00937702

SUFFOLK LAND COURT  
REGISTRY DISTRICT

\*\* RECEIVED FOR REGISTRATION \*\*

On: Sep 12, 2022 at 02:08P

Document Fee: 155.00 Rec Total: \$4,490.00

CERTIFICATE No: 138974 BK 00690 PG 174

ALSO NOTED ON: CERT 134981 BK 670 PG 181

910

Attested hereto



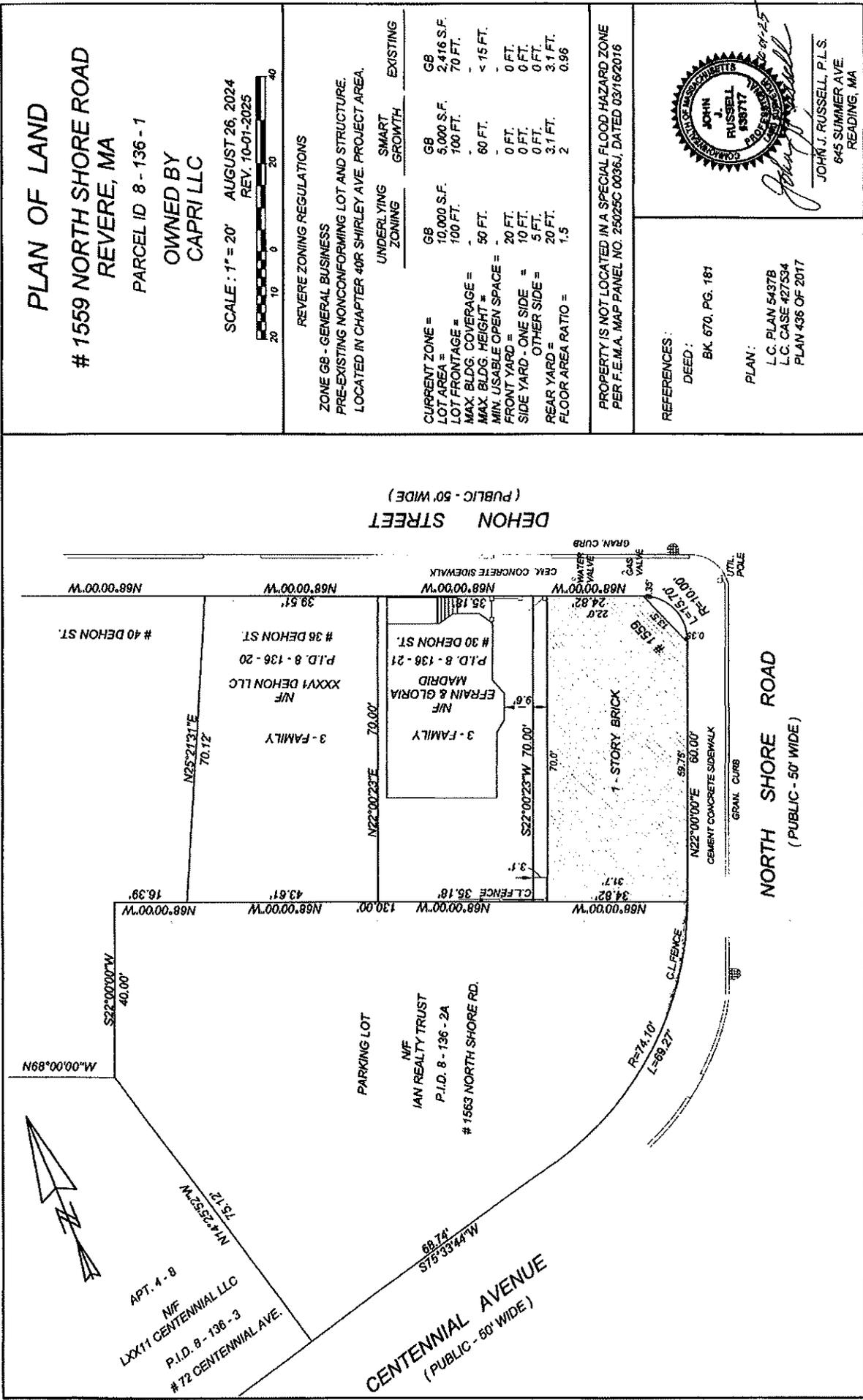
Stephen J. Murphy

Asst. Recorder of Land Court

52

EXHIBIT – B

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

1559 NORTH SHORE ROAD REVERE MASS 02151

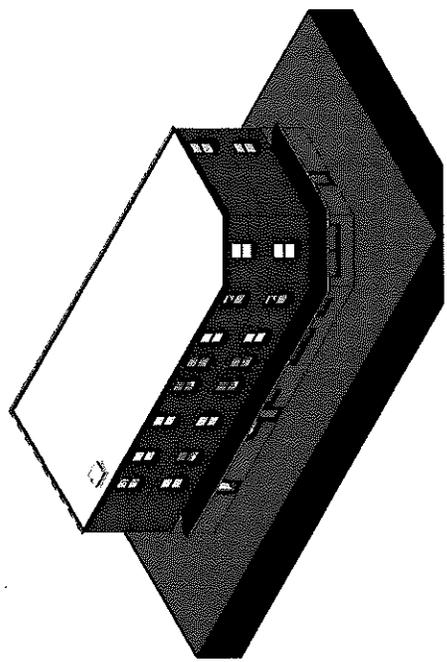
DATE	08-11-2016
PROJECT	1559 NORTH SHORE ROAD REVERE MASS 02151
CLIENT	CCM DESIGN STUDIO
ARCHITECT	CCM DESIGN STUDIO
SCALE	AS SHOWN
DATE	08-11-2016
BY	CCM DESIGN STUDIO
CHECKED	CCM DESIGN STUDIO
DATE	08-11-2016

SHEET TITLE

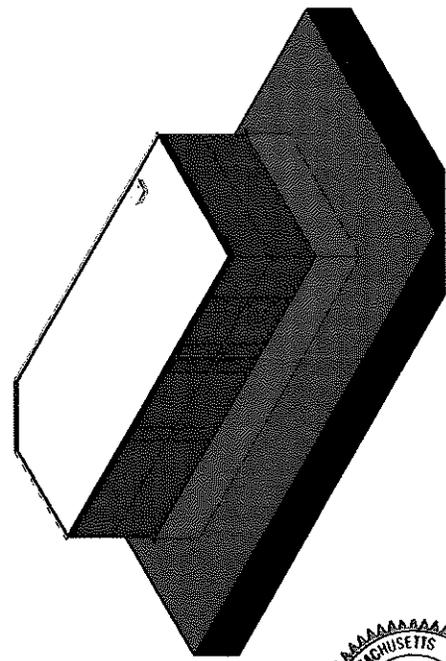
TITLE SHEET

SHEET NUMBER

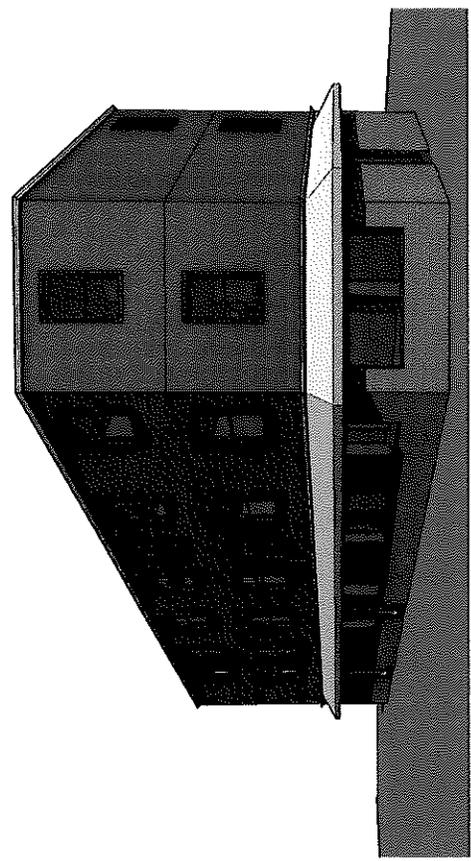
T00



② ISOMETRIC VIEW FROM NORTH



① ISOMETRIC VIEW FROM SOUTH



PROJECT:  
**BUSINESS DISTRICT -  
TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS**

PROJECT ADDRESS:  
**1559 NORTH SHORE ROAD REVERE MA 02151**



*Plata-Med*  
10-1-25

THIS SHEET IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.





BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

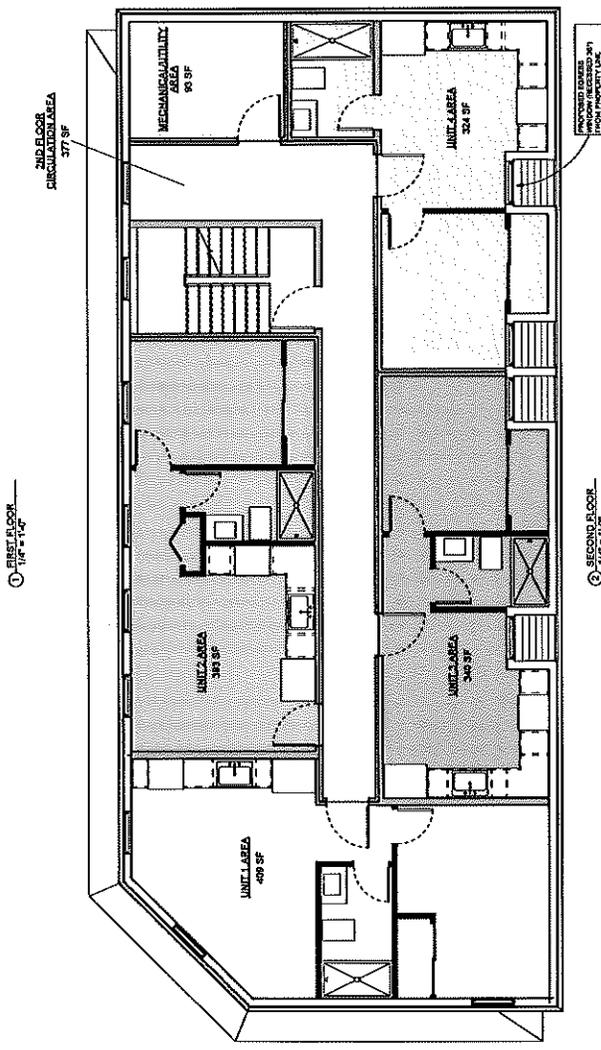
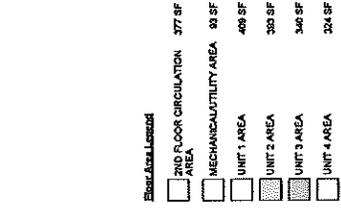
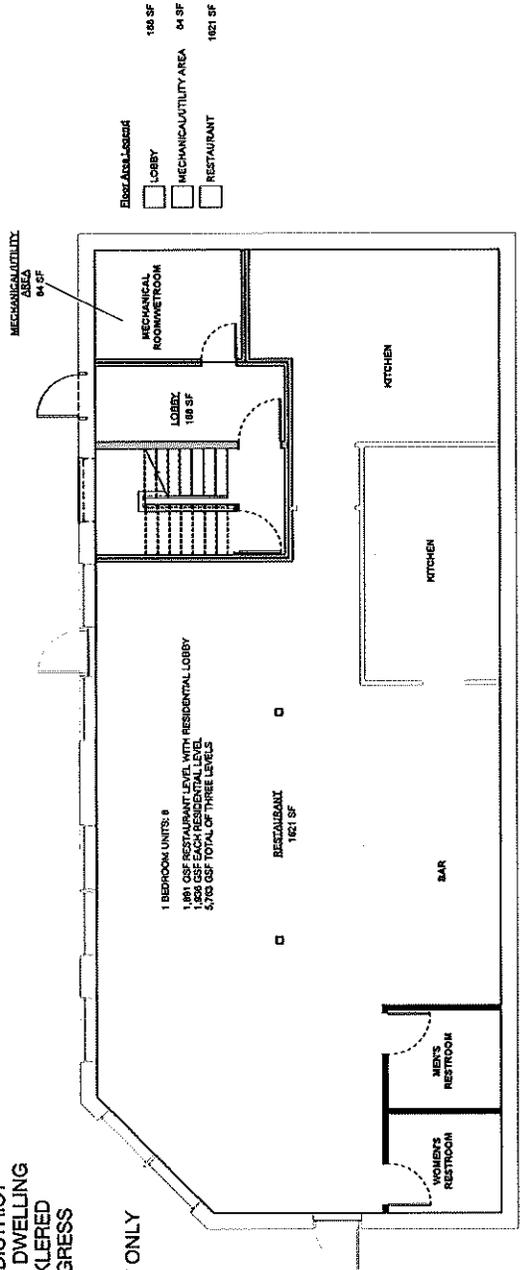
**SHEET TITLE**  
PROJECT INFORMATION  
SHEET NUMBER  
**A100**



*Ramasasthy Sathyaprasad*  
10-1-25

GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT 8 DWELLING  
UNITS. FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.

FOR ZONING REVIEW ONLY



① FIRST FLOOR  
1/4" = 1'-0"

② SECOND FLOOR  
1/4" = 1'-0"



1559 NORTH SHORE ROAD, SUITE 201  
NORFOLK COUNTY, MASSACHUSETTS 01901  
TEL: 508-848-1111  
WWW.CCMDESIGNSTUDIO.COM

**BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
& DWELLING UNITS**

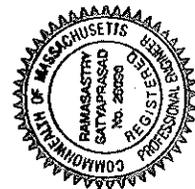
1559 NORTH SHORE ROAD, SUITE 201  
NORFOLK COUNTY, MASSACHUSETTS 01901

DATE: 10/10/18  
PROJECT: 1559 NORTH SHORE ROAD, SUITE 201  
SHEET: 1 OF 1  
SCALE: AS SHOWN  
DRAWN BY: J. L. LEE  
CHECKED BY: J. L. LEE  
APPROVED BY: J. L. LEE

**SHEET TITLE**  
PROJECT INFORMATION  
SHEET NUMBER

**A101**

1559 NORTH SHORE ROAD, SUITE 201  
NORFOLK COUNTY, MASSACHUSETTS 01901



*John Lee*  
10-1-18

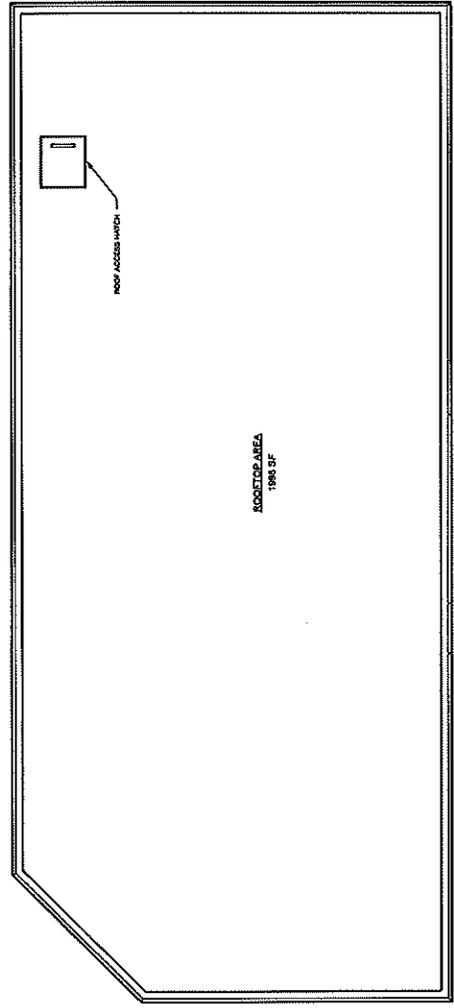
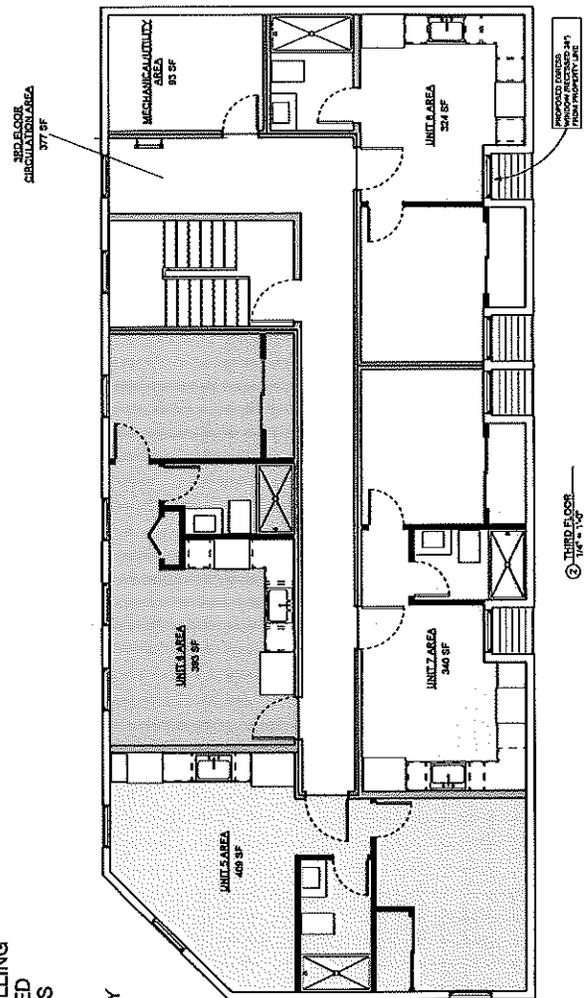
THIS SEAL IS THE PROPERTY OF THE BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS OF THE STATE OF MASSACHUSETTS. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE PERIOD OF TIME SPECIFIED ON THE SEAL.

Area Legend	Area	Area
	3RD FLOOR CIRCULATION AREA	377 SF
	MECHANICAL/UTILITY AREA	93 SF
	UNIT 5 AREA	409 SF
	UNIT 6 AREA	393 SF
	UNIT 7 AREA	340 SF
	UNIT 8 AREA	324 SF

	Escalator Lobby	1,894 SF
	ROOFTOP AREA	

GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT & DWELLING  
UNITS. FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.

FOR ZONING REVIEW ONLY

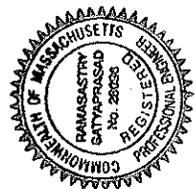


Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

SHEET TITLE EGRESS PLANS SHEET NUMBER A102

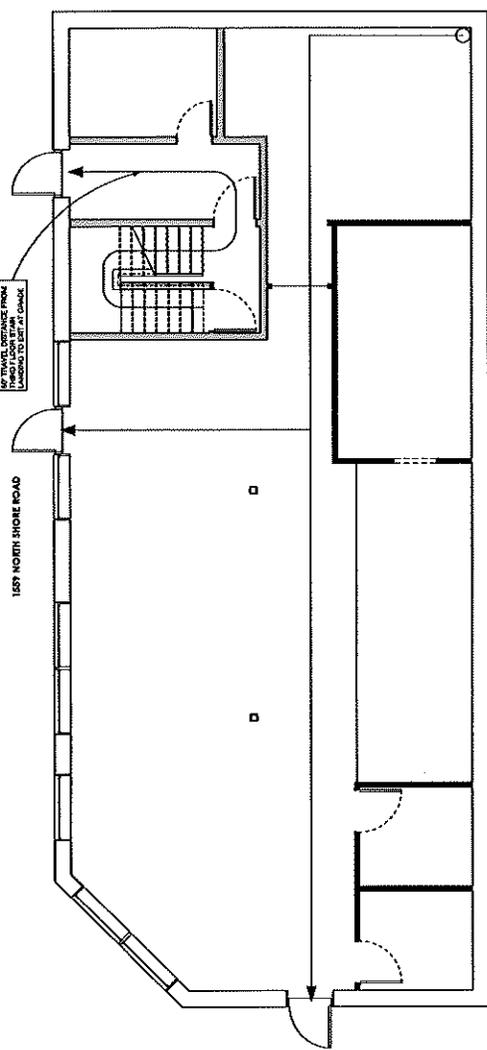


Handwritten signature and date: 10-1-25

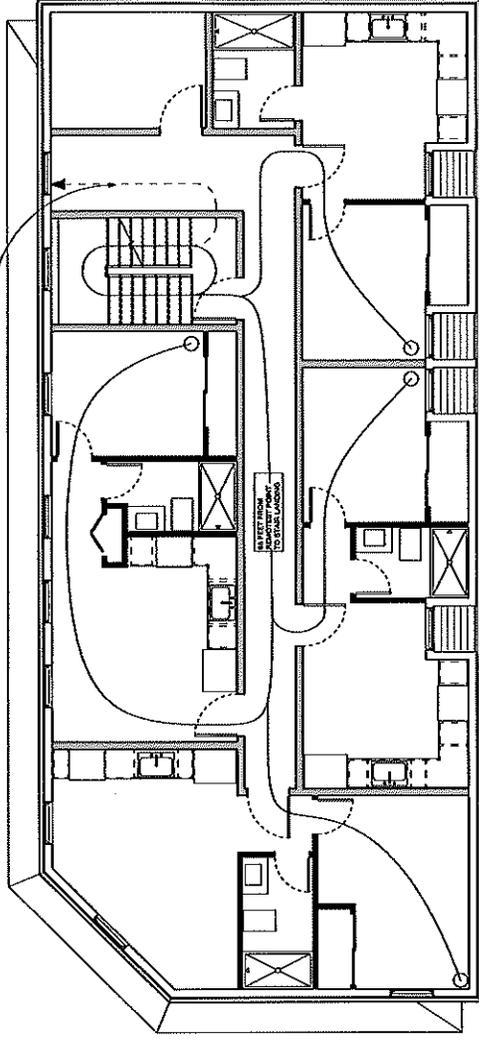
GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS, FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

GENERAL NOTES: 1. THIS SET OF EGRESS PLANS IS FOR THE PROPOSED 8 DWELLING UNITS AND SINGLE MEANS OF EGRESS BUILDING... 2. ALL EGRESS PATHS SHALL BE FULLY SPRINKLERED... 3. ALL EGRESS PATHS SHALL BE UNOBSTRUCTED... 4. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 5. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 6. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 7. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 8. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 9. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES... 10. ALL EGRESS PATHS SHALL BE CLEAR OF OBSTACLES...

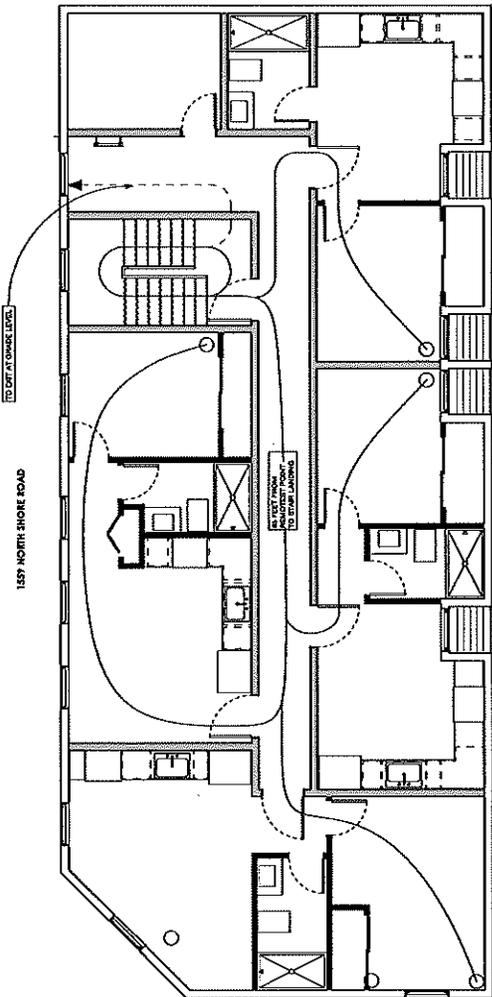


① FIRST FLOOR EGRESS PATH 1/8" = 1'-0"

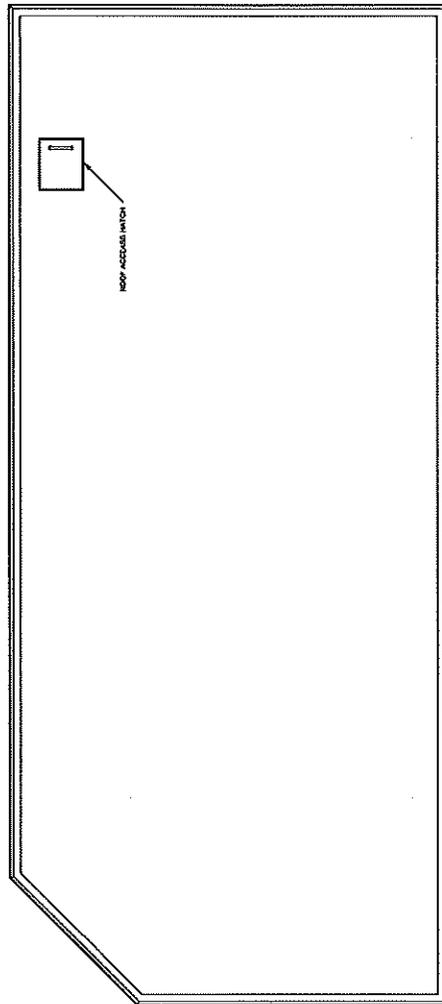


② SECOND FLOOR EGRESS PATH 1/8" = 1'-0"

GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT 8 DWELLING  
UNITS, FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.  
FOR ZONING REVIEW ONLY



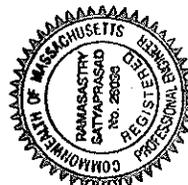
① THIRD FLOOR EGRESS PATH  
1/4" = 1'-0"



② TOP OF ROOF EGRESS PATH  
1/4" = 1'-0"

BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

1559 NORTH SHORE ROAD, BRYANT SQUARE, MA 02128



*Ramasasthy Sathyaprasad*  
10-1-25

SHEET TITLE

EGRESS PLANS

SHEET NUMBER

A102.1

SEE SHEET A102.2

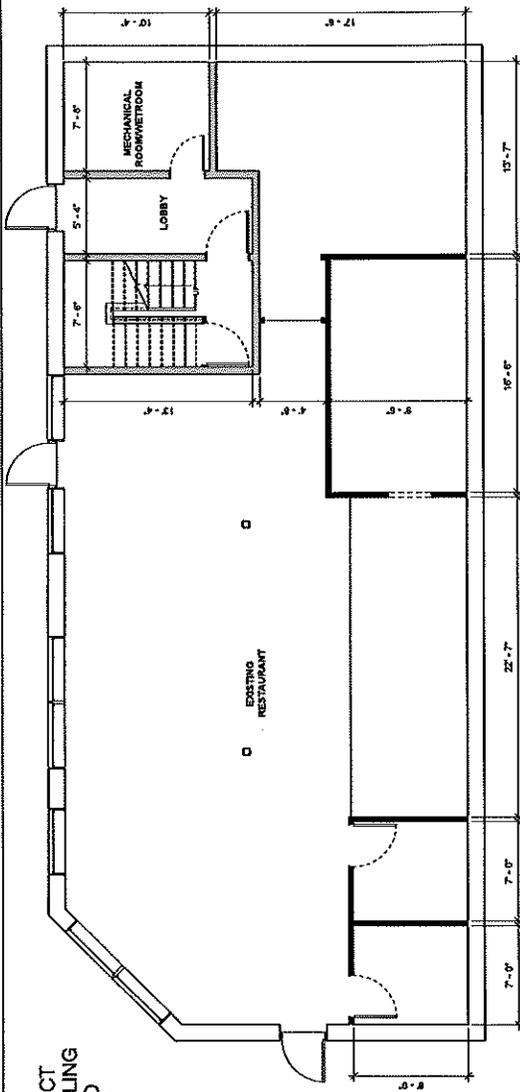


BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

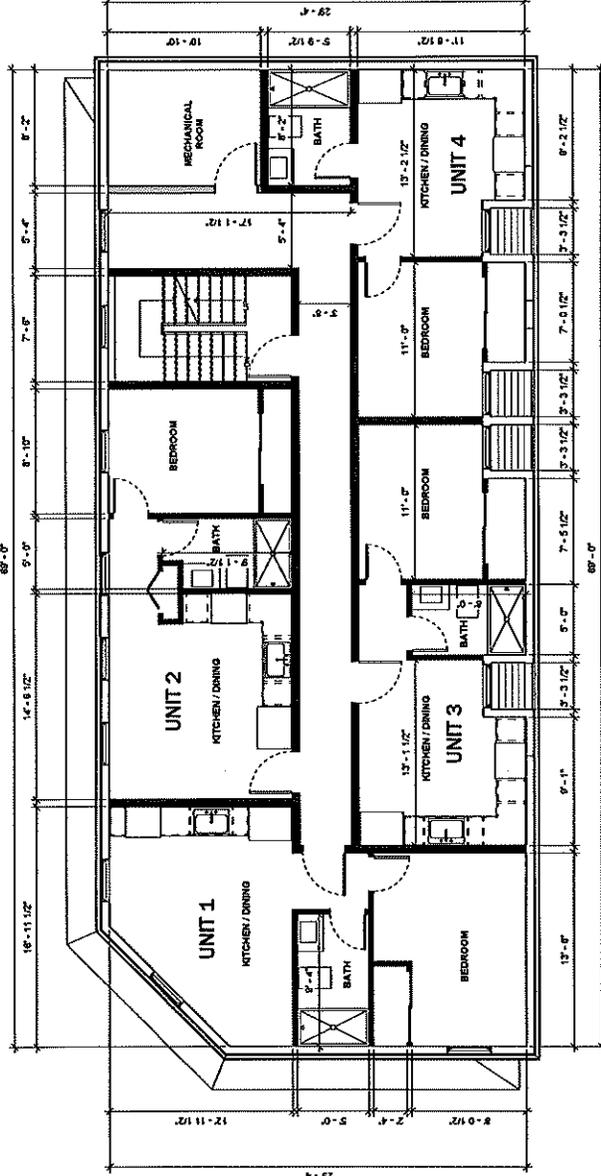
SHEET TITLE  
FLOOR PLANS  
SHEET NUMBER  
**A103**



*Plater*  
10-1-25



PROPOSED FIRST FLOOR PLAN  
1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN  
1/4" = 1'-0"

GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT 8 DWELLING  
UNITS. FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.  
FOR ZONING REVIEW ONLY



BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

1559 NORTH SHORE ROAD, REVERE, MA 02151

NO.	DATE	BY	REVISION
1			ISSUED FOR PERMIT
2			REVISED
3			REVISED
4			REVISED

SHEET TITLE

FLOOR PLANS

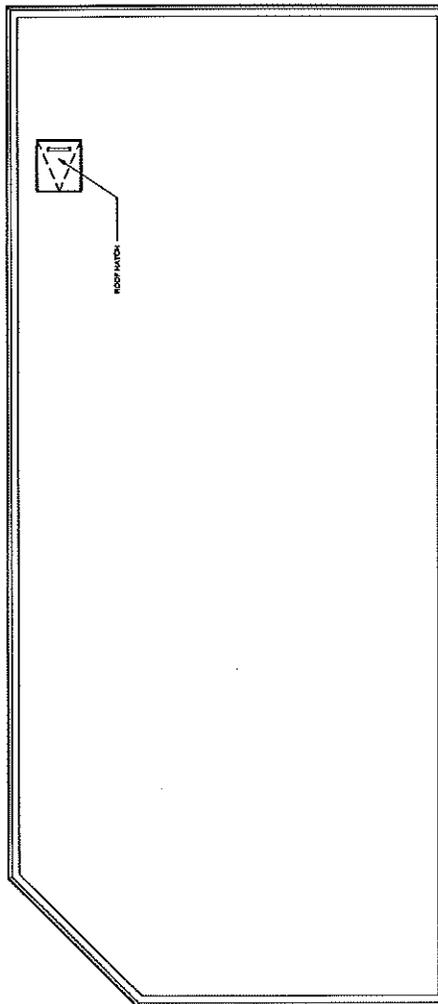
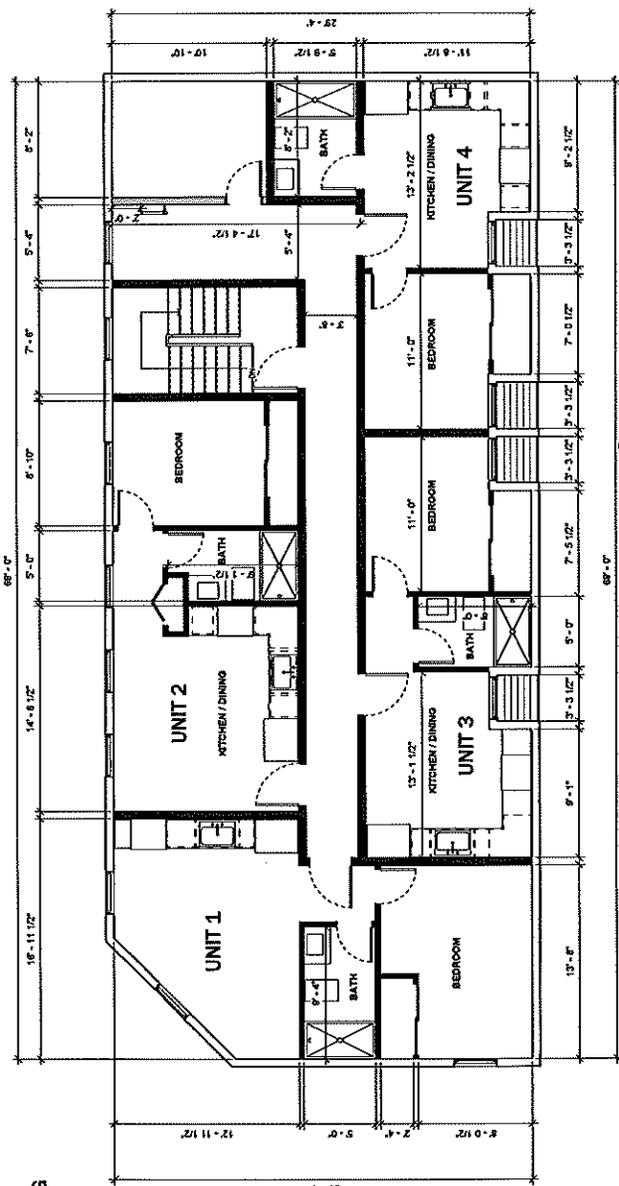
SHEET NUMBER  
**A103.1.1**

DATE: 10/11/12



*Plata-Med 10-1-12*

FOR THE PROJECT: 1559 NORTH SHORE ROAD, REVERE, MA 02151  
FOR THE ARCHITECT: CCM DESIGN STUDIO, 1559 NORTH SHORE ROAD, REVERE, MA 02151



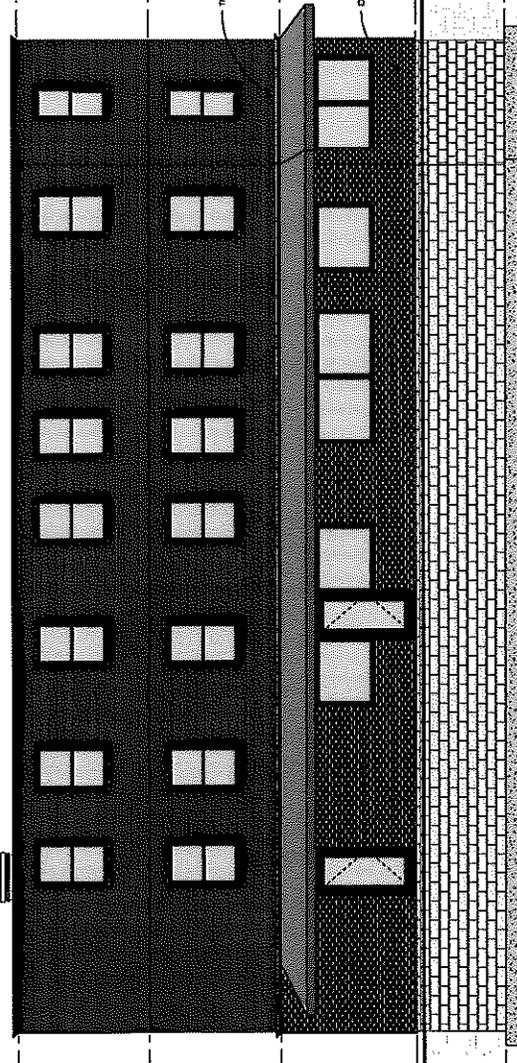
GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS, FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

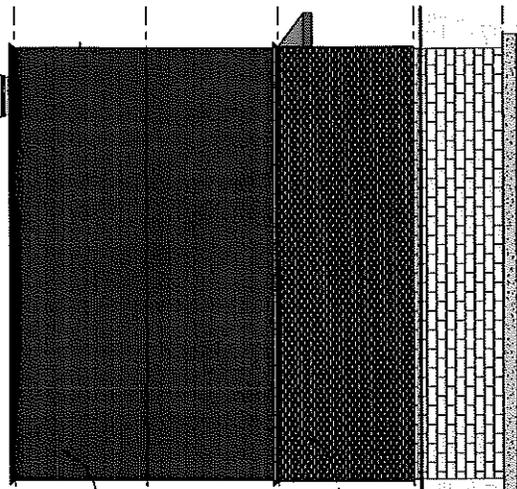
FOR ZONING REVIEW ONLY

ROOF ACCESS HATCH



1 MAIN ELEVATION 1/4" = 1'-0"

ROOF ACCESS HATCH



2 SIDE ELEVATION 1/4" = 1'-0"

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS



*Ramasasthy Sathyaprasad*  
10-1-25

SHEET TITLE  
EXTERIOR ELEVATIONS  
SHEET NUMBER  
**A200**

DATE: 10/1/25  
SCALE: AS SHOWN  
PROJECT: BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS  
DRAWN BY: [Name]  
CHECKED BY: [Name]

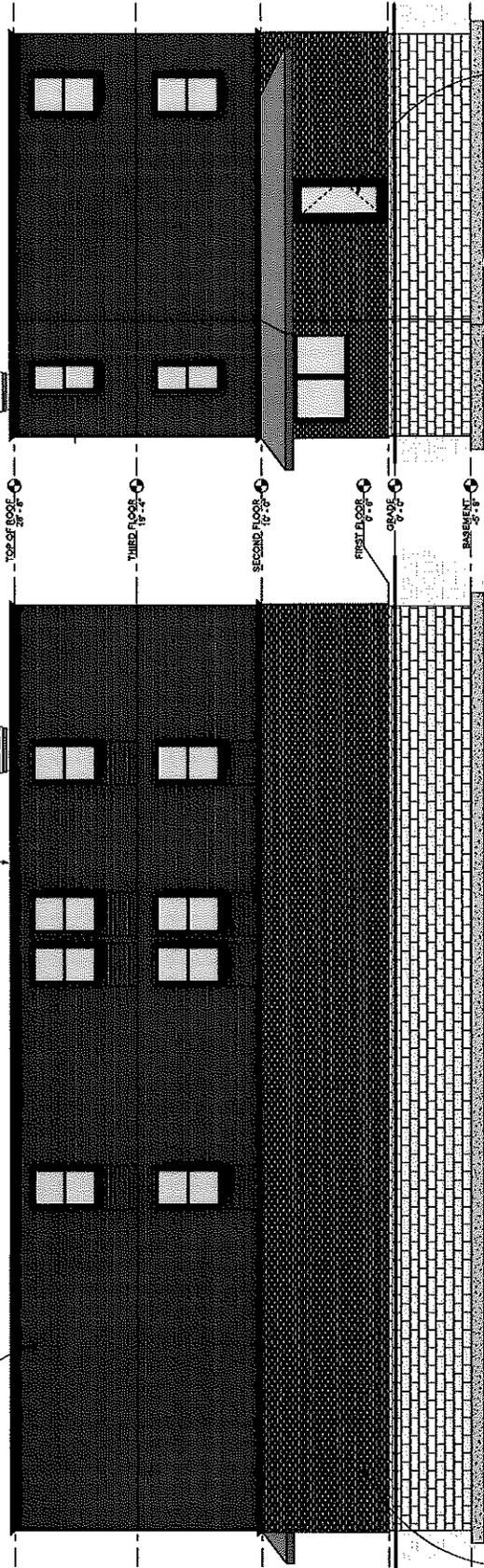
GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT & DWELLING  
UNITS. FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.

FOR ZONING REVIEW ONLY

MASSIVE FRAME EXTENSION  
WITH WALL SECTION  
TYPE

MINOR  
ROOFING TOP  
OF BUILDING

ROOF ACCESS HATCH



1 REAR ELEVATION  
1/4" = 1'-0"

2 REAR VIEW ELEVATION  
1/4" = 1'-0"

EXISTING DOOR FOR  
RESTAURANT AND MAINT



*P. Satyaprasad*  
10-1-25

SHEET TITLE

EXTERIOR  
ELEVATIONS

SHEET NUMBER

A201

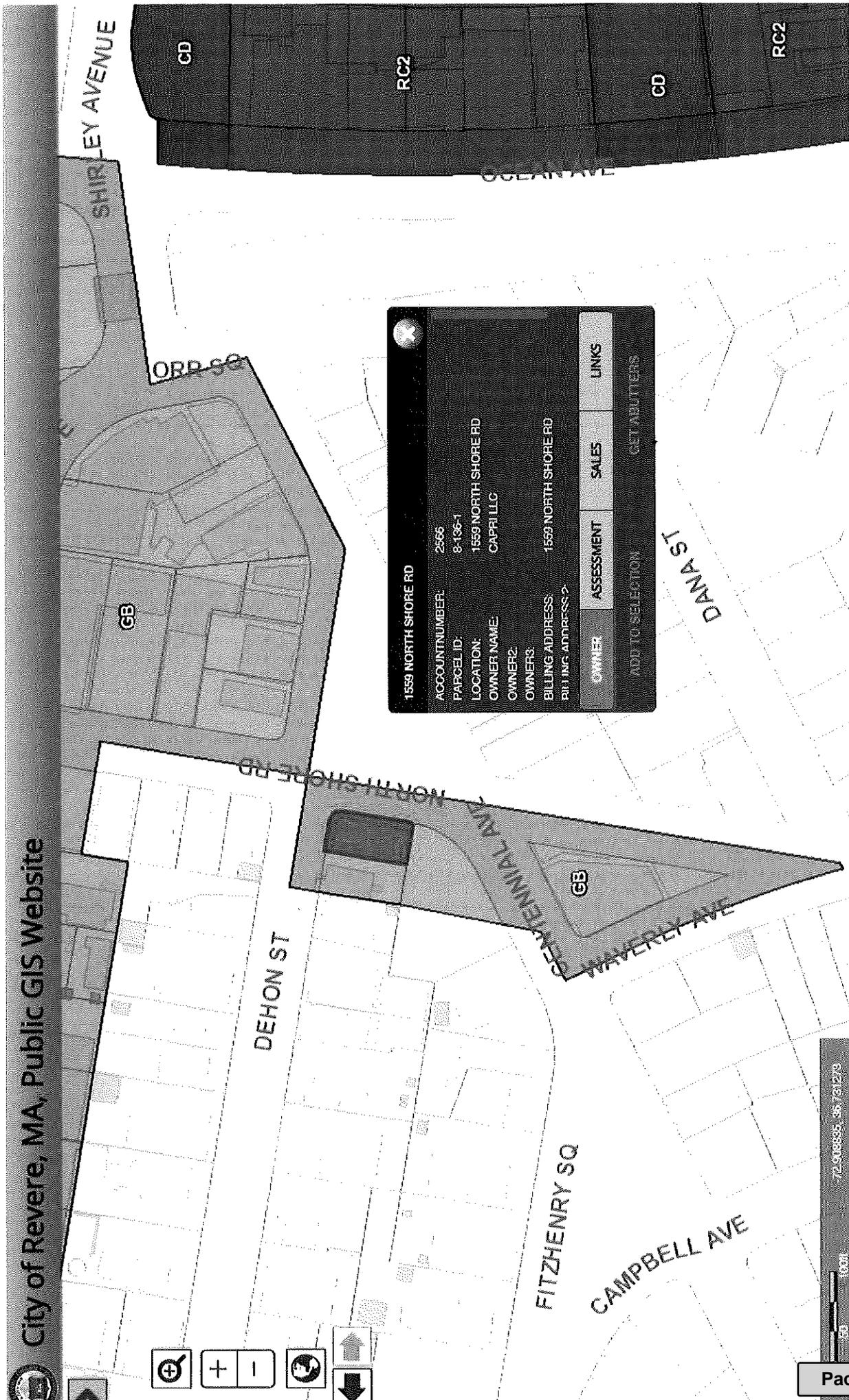
BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

1559 NORTH SHORE ROAD, NORTH SHORE, MA 01940



EXHIBIT – C

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



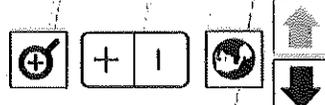
1559 NORTH SHORE RD

ACCOUNT NUMBER:	2566
PARCEL ID:	8-136-1
LOCATION:	1559 NORTH SHORE RD
OWNER NAME:	CAPRI LLC
OWNER2:	
OWNERS:	
BILLING ADDRESS:	1559 NORTH SHORE RD
BILLING ADDRESS2:	

ADD TO SELECTION

OWNER ASSESSMENT SALES LINKS

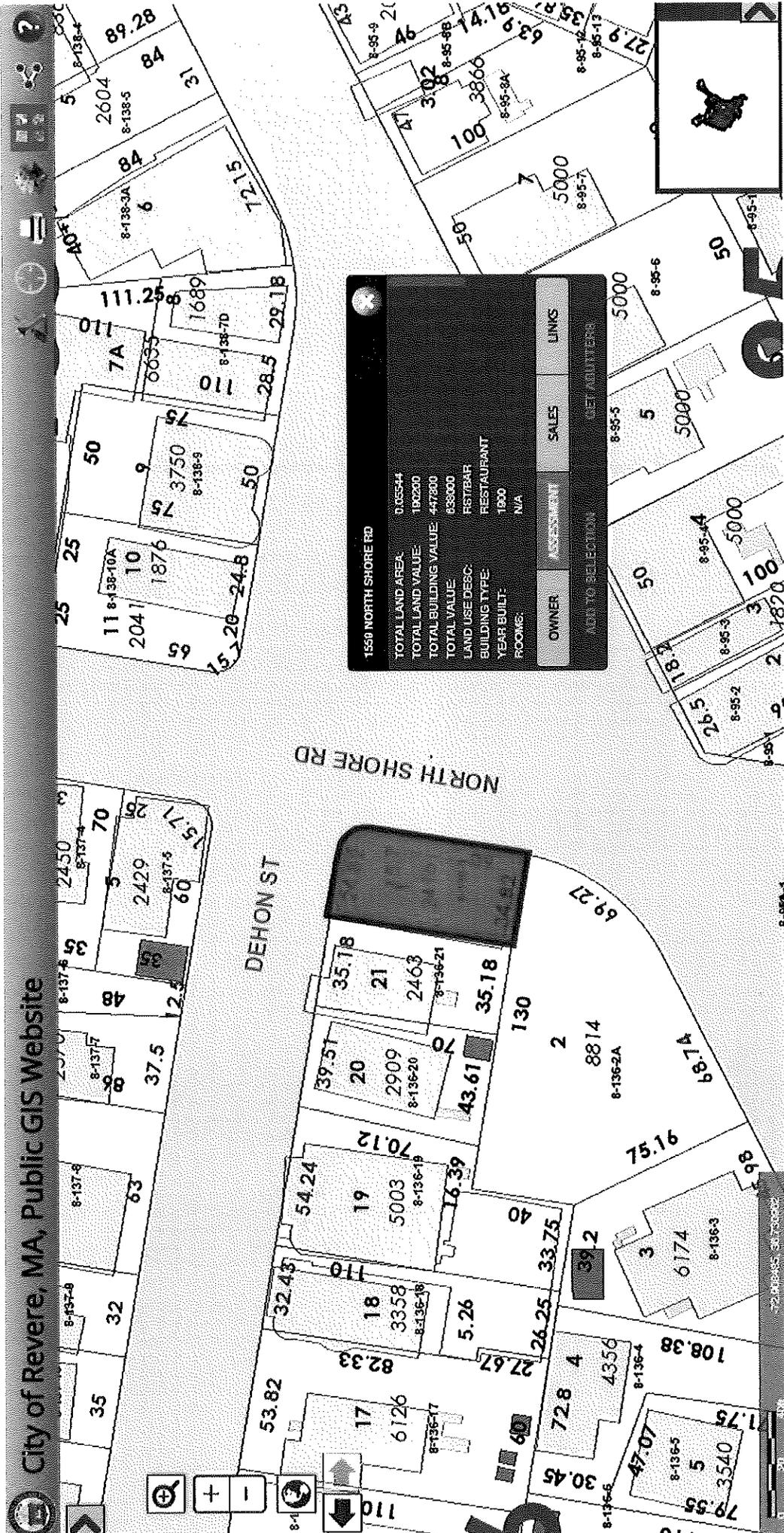
GET ABUTERS



725086855 56-741273

EXHIBIT – D

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)





## topoBuilder Application v: 4.0

[User Guide](#)

Release of the 250K Topo. Due to a Government lapse in appropriations, some of your requests may be delayed.



① Map Types

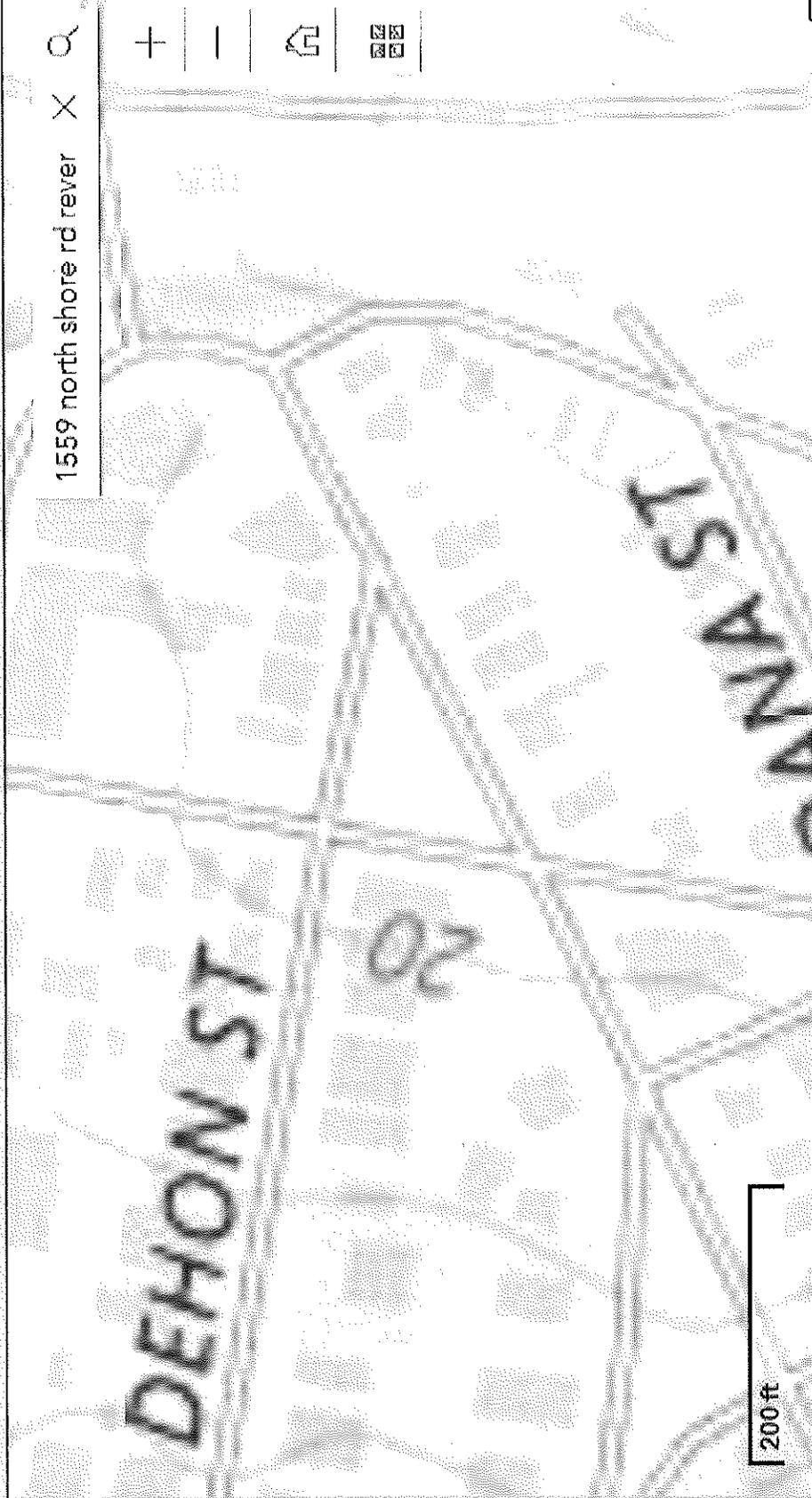
② Maps

③ Cart 0

Track

④ Help

1559 north shore rd rever



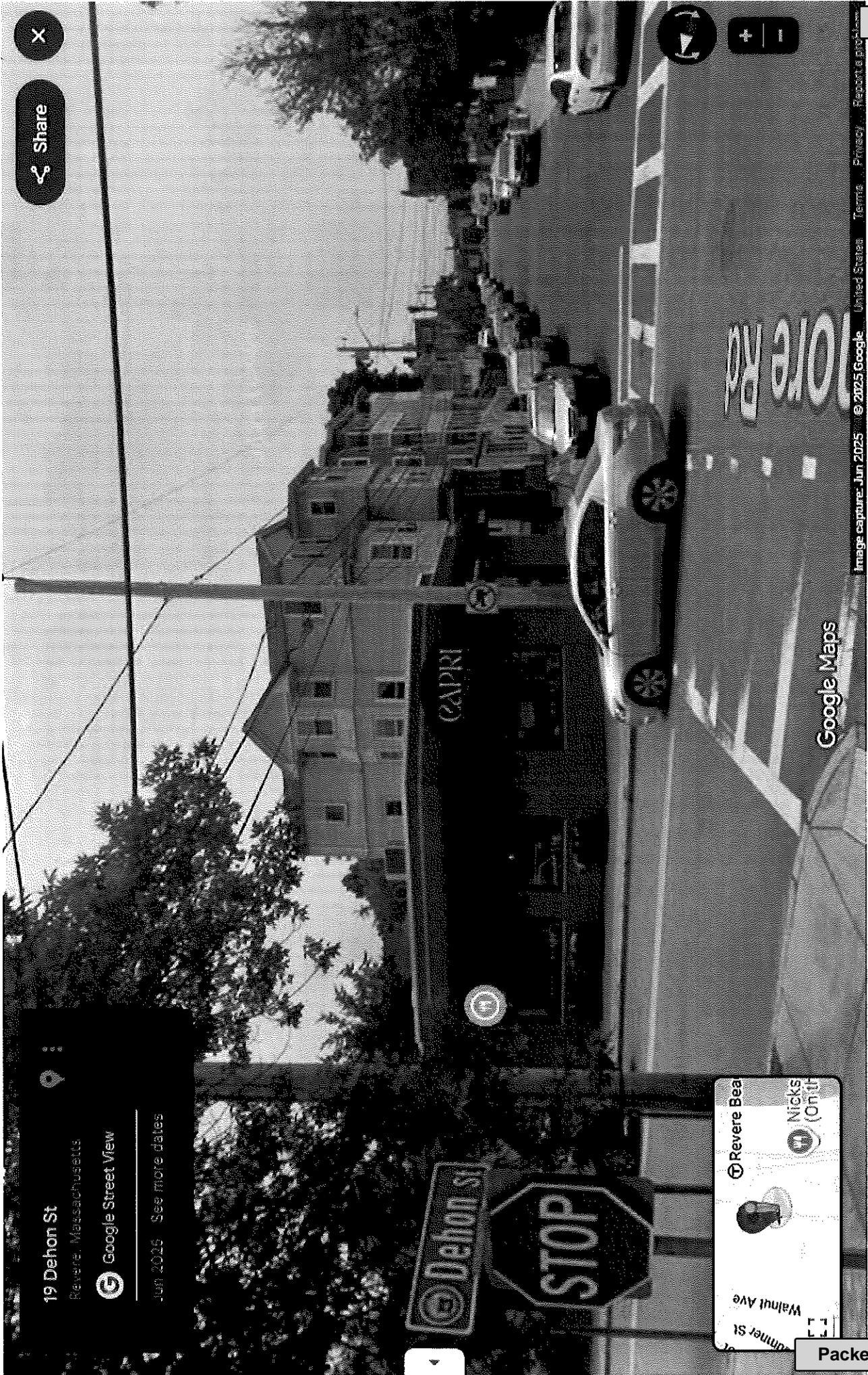
USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System. Powered by

5.a

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

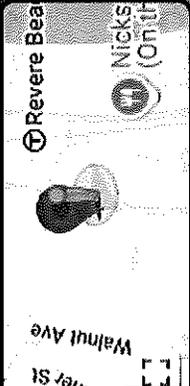
EXHIBIT – E

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



Share X

19 Dehon St  
Revere, Massachusetts  
Google Street View  
Jun 2025 See more dates



Google Maps

Image capture: Jun 2025 © 2025 Google United States Terms Privacy Report a problem

5.a

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



19 Dehon St  
Revere, Massachusetts  
Google Street View  
Sep 2014 See more dates

Share X

Navigation and zoom controls

Image capture: Sep 2024 © 2025 Google United States Terms Privacy Report a problem

Google Maps

Revere Bea  
Nicks (Onit)  
Walnut Ave  
Summer St

Packet Pg. 60

5.a

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

90 Centennial Ave  
Revere, Massachusetts  
Google Street View  
Jun 2025 See more dates

Share X

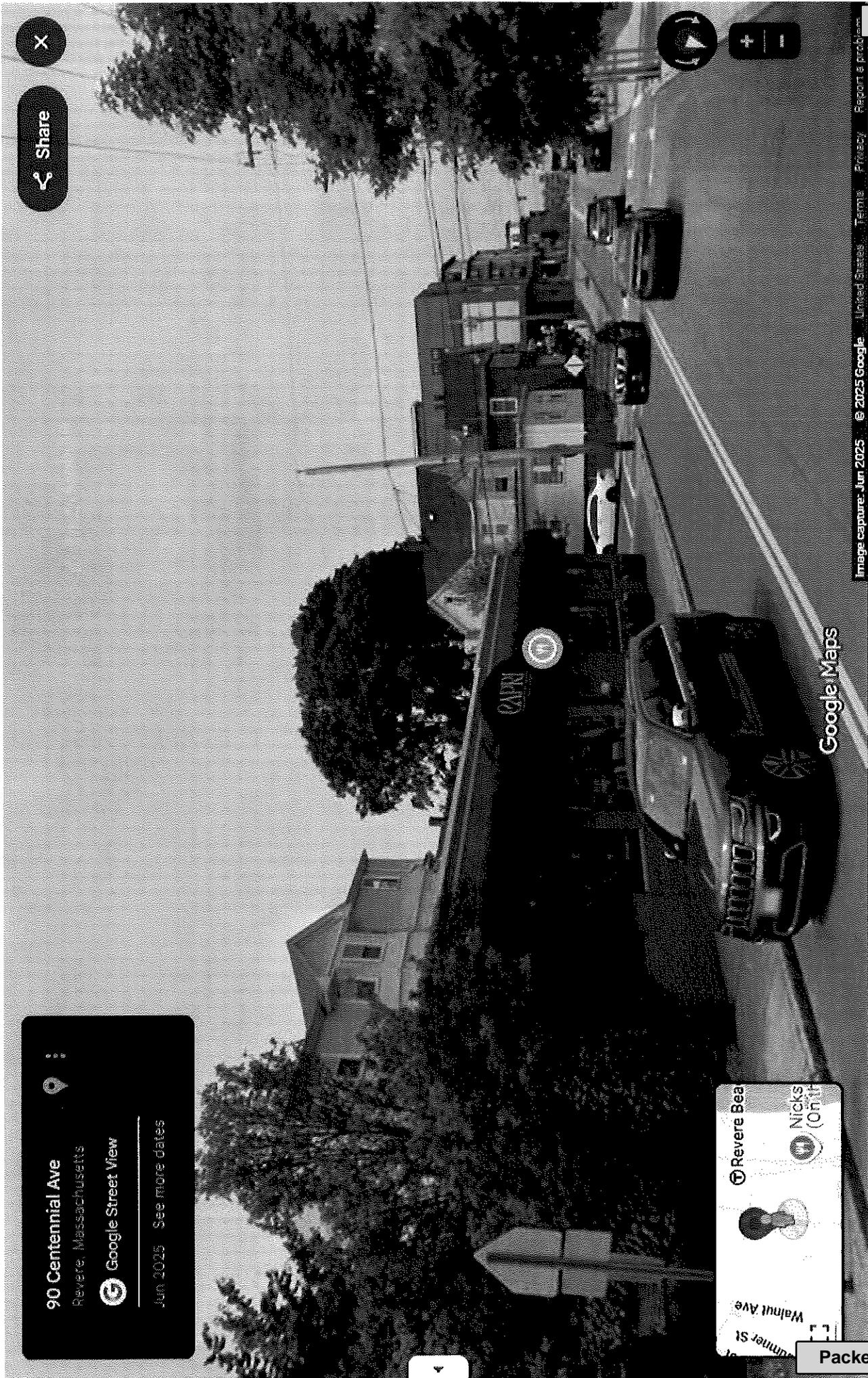


Image capture: Jun 2025 © 2025 Google United States Terms Privacy Report a problem

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

EXHIBIT – F

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

**Quinn O'Sullivan**

**From:** fstringi@revere.org  
**Sent:** Tuesday, December 23, 2025 11:43 AM  
**To:** Quinn O'Sullivan; lcavagnaro@revere.org  
**Subject:** Application Review Comments

## CITY OF REVERE APPLICATION REVIEW

### City of Revere Site Plan Review Review Comments

**From:** Frank Stringi  
**Date:** December 23, 2025  
**Application #:** SPR25-000238  
**Address:** 1559 NORTH SHORE RD  
**Description:** Residential Addition to Existing Commercial Structure  
**Review Status:** Denied

Thank you for your recent permit application for Residential Addition to Existing Commercial Structure. I have completed my initial review and my comments are listed below, you can view marked up plans on our [CLICK HERE TO VIEW YOUR APPLICATION](#). Please note that you may receive additional comments from other city departments as your application is reviewed. You can follow the progress of your application by clicking on the link to the online portal above and signing into your account.

**Reviewer:** Frank Stringi, Community Development, Denied

1. This plan has been denied for the following reasons: In accordance with Section 17.40.030, the alteration and extension of a nonconforming structure for the purpose of adding two stories for a total of 8 residential units may only be allowed by special permit of the City Council.

*NOTE: If your application is marked "Resubmittal Required", you do not need to submit a new application. Log back into your account and edit either your Registration or Permit as requested in the comments.*

Please do not reply to this automated email. All resubmittals should be done using our online portal at [www.citizenserve.com/revere](http://www.citizenserve.com/revere) re-review. Furnishing the above requested information will help expedite the approval of your application.



??



Brion M. Arrigo  
Mayor

# The City of REVERE, MASSACHUSETTS

Paid  
MM

BOARD OF ASSESSORS  
Andrew A. Iovanna  
John J. Verrengio  
Dana E. Brangiforte

## Request for Abutters List

Date: 10/14/2025

Property Location: 1559 North Shore Road, Revere

Map: 8      Block: 136      Parcel 1:

Property Owner: Capri LLC

Is request for special permit or variance? YES  NO

If yes than 300Ft is required distance. If no, than please indicate requested distance below.

Requested Distance:

\_\_\_\_\_ FT

Fee: \$80.00

Please make checks payable to City of Revere

Requester Information:

Name: Quinn O'Sullivan

Address: 14 Proctor Ave

Revere MA 02151

Telephone: 017-720-5657





1559 NORTH SHORE RD CAPRI LLC 1559 NORTH SHORE RD Revere, MA 02151	8-136-1 LUC: 326	33 DEHON ST MENDOZA ANA 33 DEHON ST REVERE, MA 02151	8-137-7 LUC: 104	13 DEHON ST 5 CORTES ADRIANA DOMINGO JORGE 585 FRANKLIN ST APT 6 MELROSE, MA 02176 13 DEHON ST 6	8-138-9-5 LUC: 102 8-138-9-6 LUC: 102
40 DEHON ST LIU YANHUA 40 DEHON ST APT 1 REVERE, MA 02151	8-136-19 LUC: 111	17 DEHON ST DEHON LLC P.O. BOX 365 REVERE, MA 02151	8-138-10A LUC: 013	1576 NORTH SHORE RD WANG HAIBIN ZHAO JUNFEN 28 NILE ST BILLERICA, MA 01821	8-95-1 LUC: 101
36 DEHON ST XXXVI DEHON LLC P O BOX 120938 BOSTON, MA 02112-0938	8-136-20 LUC: 105	1540 NORTH SHORE RD 1540 NORTH SHORE ROAD, LLC 15 N BEACON ST SUITE NR 1A BOSTON, MA 02134	8-138-12B LUC: 112	21 GARFIELD AVE MENJIVAR DANIEL 1576 NORTH SHORE RD Revere, MA 02151	8-95-14 LUC: 101
30 DEHON ST MADRID EFRAIN MADRID GLORIA 12 LAMBERT ST REVERE, MA 02151	8-136-21 LUC: 105	207 SHIRLEY AVE DISTRICT SHIRLEY LLC P O BOX 365 Revere, MA 02151	8-138-3A LUC: 112	23 GARFIELD AVE RECUPERO RAYMOND P O BOX 78 REVERE, MA 02151	8-95-15 LUC: 104
1563 NORTH SHORE RD IAN REALTY TRUST DICESARE GAIL L TRUSTEE 1605 NORTH SHORE RD REVERE, MA 02151	8-136-2A LUC: 337	9 DEHON ST SAUL T FISH PROPERTIES LLC 343 WASHINGTON ST SUITE 201 NEWTON, MA 02458	8-138-7D LUC: 013	38 DANA ST CHEUNG JOANNE 191 WASHINGTON ST UNIT 323 BOSTON, MA 02108	8-95-16 LUC: 101
72 CENTENNIAL AVE LXXII CENTENNIAL LLC POST OFFICE BOX 120938 BOSTON, MA 02112	8-136-3 LUC: 111	11 11-13 DEHON ST 11-13 DEHON ST CONDO ASSOC C/O ADRIANA CORTES 11-13 DEHON ST UNIT 5 REVERE, MA 02151	8-138-9-0000 LUC: N/A	34 DANA ST BONETTI FAMILY TRUST BONETTI JOHN J TRUSTEE 34 DANA ST REVERE, MA 02151	8-95-17 LUC: 104
1539 NORTH SHORE RD OUAALAM ABDELHAKIM HATIM SAMIRA 1539 NORTH SHORE RD Revere, MA 02151	8-137-3 LUC: 104	11 DEHON ST 1 IDELKANOUN FATIMA 95 NICHOLS AVE APT 1 WATERTOWN, MA 02472	8-138-9-1 LUC: 102	30 DANA ST RODRIGO RESTREPO FAMILY REVOCABLE TRUST RESTREPO MEDINA RODRIGO DE JESUS TRUSTEE 30 DANA ST #1 Revere, MA 02151	8-95-18 LUC: 104
1543 NORTH SHORE RD NORTHSHORE ROAD REALTY TRUST GALLAGHER DANIEL P TRUSTEE 135 CRYSTAL AVE REVERE, MA 02151	8-137-4 LUC: 105	11 DEHON ST 2 UMANA VICENTE 11 DEHON ST UNIT 2 REVERE, MA 02151	8-138-9-2 LUC: 102	26 DANA ST HAFID ABDELAZIZ AMGOUR BOUCHRA 26 DANA ST REVERE, MA 02151	8-95-19 LUC: 101
1547 NORTH SHORE RD PHO ENG SDOEUNG NOM 1547 NORTH SHORE RD REVERE, MA 02151	8-137-5 LUC: 101	11 DEHON ST 3 EMMANUEL LUCREZIA EMMANUEL KEITH A 194 HARVARD ST MEFORD, MA 02155	8-138-9-3 LUC: 102	91 CENTENNIAL AVE TEIXEIRA VINCIUS 53 AUBURN ST SAUGUS, MA 01906	8-95-2 LUC: 031
31 DEHON ST ROBINS REALTY TRUST ROBINS WILLIAM TRUSTED 31 DEHON ST REVERE, MA 02151	8-137-6 LUC: 101	13 DEHON ST 4 BALROOP RONEEL S 11-13 DEHON ST UNIT 4 Revere, MA 02151	8-138-9-4 LUC: 102		

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)

24 DANA ST 8-95-20

LUC: 101

KURTZER SCOTT  
 KURTZER SHARON A  
 24 DANA ST  
 REVERE, MA 02151

20 DANA ST 8-95-21

LUC: 104

COLLORONE RICHARD S  
 22 DANA ST  
 REVERE, MA 02151

16 DANA ST 8-95-22

LUC: 105

ABRUZZESE DINO M  
 7 DRIFTWOOD LN  
 LYNNFIELD, MA 01940

95 CENTENNIAL AVE 8-95-3

LUC: 104

RLS REALTY INVESTMENT LLC  
 301 NEWBURY ST  
 NO 313  
 DANVERS, MA 01923

97 CENTENNIAL AVE 8-95-4

LUC: 111

RLS REALTY INVESTMENT LLC  
 301 NEWBURY ST  
 #313  
 DANVERS, MA 01923

101 CENTENNIAL AVE 8-95-5

LUC: 105

NGAN MEI L 50% INTEREST  
 KWONG TSUI Y 50% INTEREST  
 101 CENTENNIAL AVE  
 REVERE, MA 02151

107 CENTENNIAL AVE 8-95-6

LUC: 111

VELASQUEZ MIVIAN H  
 VELAZQUEZ AKA MIVIAN H  
 107 CENTENNIAL AVE  
 REVERE, MA 02151

115 CENTENNIAL AVE 8-95-7

LUC: 104

ARMSTRONG RICHARD  
 ARMSTRONG DALE M  
 111 CENTENNIAL AVE  
 REVERE, MA 02151

117 CENTENNIAL AVE 8-95-8A

LUC: 104

BELIZARIO THEODORE G  
 NGUYEN-BELIZARIO MONIQUE T  
 117 CENTENNIAL AVE  
 Revere, MA 02151

1579 NORTH SHORE RD 8-95A-1

LUC: 332

1579 NORTH SHORE ROAD TRUST  
 DICESARE VINCENT A TRUSTEE  
 1605 NORTH SHORE RD  
 REVERE, MA 02151

THIS IS A TRUE & ATTESTED  
 COPY OF THE RECORDS OF THE  
 ASSESSOR'S OFFICE OF THE  
 CITY OF REVERE

*Susan Shaffer*  
 DATE: 10-16-25

Attachment: C2602.1559NorthShoreRoad (26-016 : Special Permit C-26-02, 1559 North Shore Road)



January 16, 2026

**Via Hand Delivery**

Anthony T. Zambuto, President  
Revere City Council  
281 Broadway  
Revere, MA 02151

**RE: 1559 North Shore Road – Requested Special Permit**

Dear President Zambuto and Councilors:

As you know, I represent Capri LLC (the “LLC” or the “Applicant”) as to zoning and permitting relative to a residential addition to 1559 North Shore Road, Revere, Massachusetts 02151 (the “Project” or the “Property”). I am writing to reiterate and clarify the zoning relief requested by the Applicant.

The LLC seeks to alter and extend the preexisting, nonconforming structure at 1559 North Shore Road by constructing two (2) new stories. The two-story addition will contain eight (8) one-bedroom units above the existing restaurant on the first floor, thereby converting the structure into an attractive, mixed-use apartment building. The Project will allow the Applicant to create new residential units in the Shirley Avenue Neighborhood amidst the current housing crisis, consistent with other mixed-use projects in the neighborhood as shown by the Project plans attached hereto as **Exhibit A**.

The current structure on the Property dates back to approximately 1900 and will be greatly improved by the proposed addition. As the current structure dates back to approximately 1900, this structure pre-dates any zoning regulations as Revere first adopted a zoning ordinance in 1929. Therefore, the structure constitutes a pre-existing nonconforming structure due to its construction prior to zoning regulations. Such alteration and extension of a preexisting nonconforming structure is allowed by special permit of the City Council of the City of Revere (the “City Council”) pursuant to the REVERE, MASS., REV. ORDINANCES, ch. 17 (the “Revere Zoning Ordinances”), § 17.40.030 (2025). The proposed residential use, and the existing restaurant use, are allowed as of right in the General Business (“GB”) zoning district where the Property is located. Accordingly, the Applicant has petitioned the Revere City Council for the necessary and appropriate relief to allow the worthwhile Project to proceed to construction.

Under MASS. GEN. LAWS ch. 40A, and Revere Zoning Ordinances, § 17.24.030, the City Council may grant a special permit for the reconstruction, extension, alteration or change of a preexisting nonconforming structure upon a finding that the proposed “reconstruction, extension, alteration or change shall not be substantially more detrimental than the existing nonconforming structure to the neighborhood.” See, Revere Zoning Ordinances, § 17.24.030(B). The Project

Anthony T. Zambuto, President  
 RE: 1559 North Shore Road – Special Permit  
 January 16, 2026

readily meets this standard as the Project proposes to create a transit-oriented, mixed-used apartment building, providing new housing stock, increased foot traffic to local businesses, and investment in the community, to the benefit of the neighborhood and public good.

The Project will substantially benefit the City of Revere and the Shirley Avenue neighborhood in a variety of ways. First, the Project creates new transit-oriented housing. Such housing units near public transit and neighborhood businesses are desperately needed during the current housing crisis. See, “A Home For Everyone: Executive Summary,” Executive Office of Housing and Livable Communities, Web. (Last accessed 12 Jan 2026) (detailing the ongoing housing crisis in Massachusetts and calling for the development of additional housing). Further, by creating additional housing units through an expansion within the existing building footprint in the Shirley Avenue Neighborhood, foot traffic to local neighborhood business will be increased. Second, the Project represents a substantial investment in the neighborhood by a local business owner, substantially upgrading the Property and representing a long-term commitment to the neighborhood, to the benefit of the City of Revere and the surrounding community. See, Thisse v. Zoning Bd. of Appeals, No. 97-4079, 1999 Mass. Super. LEXIS 335, at \* 5 (Mass. Super. Ct. July 22, 1999) (finding addition to preexisting nonconforming structure not substantially more detrimental as it would upgrade the property). Finally, the proposed two-floor addition is below the maximum height permitted in the GB zoning district and is more consistent with neighboring structures, such that the Project is in harmony with the surrounding neighborhood, which is home to mixed-use, multi-story buildings. Accordingly, the proposed addition of eight (8) residential units will benefit the neighborhood and will not be more detrimental to the neighborhood than current conditions.

Additionally, the Property is located in a transit-oriented neighborhood such that the additional units will have minimal impact on the existing traffic patterns at the Property and in the neighborhood. The Project is a short three (3) minute walk from Revere Beach MBTA Blue Line Station and also less than a five (5) minute walk from Route 110 and Route 411 MBTA bus routes. Residents of the units are expected to utilize public transit and look to the local, mixed-use Shirley Avenue Neighborhood for their daily needs. As a result, the addition of eight (8) units will not be detrimental to the neighborhood given its transit-oriented location.

Finally, the Project is in harmony with the intent and purposes of the Revere Zoning Ordinances. The Project furthers the purposes of encouraging housing for all income levels and facilitating transportation by creating eight new transit-oriented units. See, Revere Zoning Ordinances, § 17.04.010. Additionally, it also furthers the purposes of conserving the value of land and buildings and encouraging the most appropriate use of land by allowing a local business owner to make a substantial investment into their property consistent with ongoing mixed-use development trends. See, Id. Therefore, the requested special permit is consistent with the intent and purposes of the Revere Zoning Ordinances.

Overall, the Project is strongly aligned with mixed-use character of the Shirley Avenue Neighborhood, and will create eight (8) new, transit-oriented apartment units in the City of Revere to help ease the ongoing housing crisis. Accordingly, the Applicant respectfully requests that the City Council grant the special permit necessary for the Project to proceed to construction.

Anthony T. Zambuto, President  
RE: 1559 North Shore Road – Special Permit  
January 16, 2026

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions you may have.

Very truly yours,



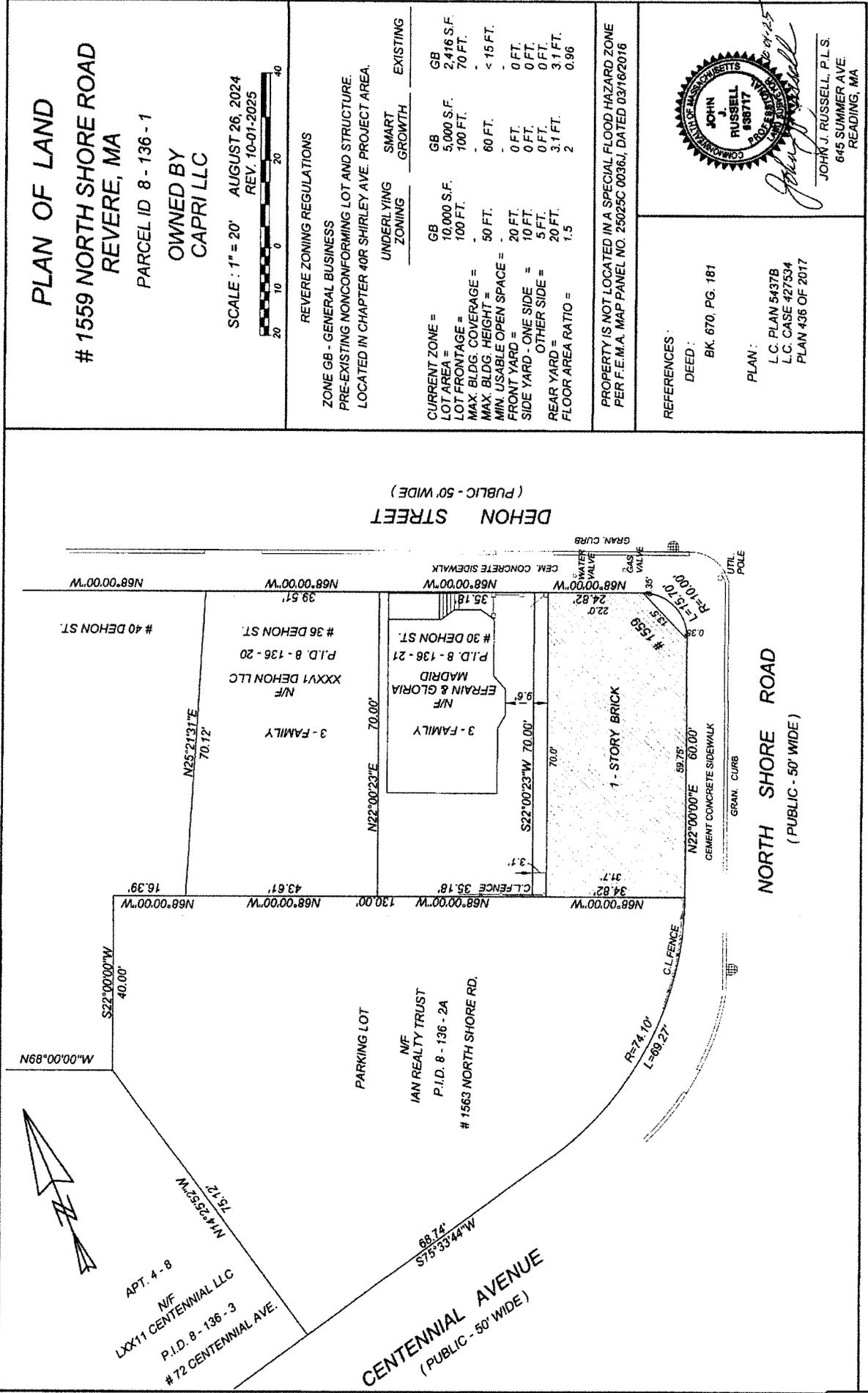
Gerry D'Ambrosio

Enclosures.

Attachment: 1559 North Shore Rd - DLLP Letter of Support 1.16 (26-016 : Special Permit C-26-02, 1559 North Shore Road)

EXHIBIT – A

Attachment: 1559 North Shore Rd - DLLP Letter of Support 1.16 (26-016 : Special Permit C-26-02, 1559 North Shore Road)



Attachment: 1559 North Shore Rd - DLLP Letter of Support 1.16 (26-016 : Special Permit C-26-02, 1559 North Shore Road)



1559 NORTH SHORE ROAD REVERE MA 02151  
BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

DATE	04.11.2016	
PROJECT NAME	BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION	
DESIGNER	CCM DESIGN STUDIO	
REVISIONS		
NO.	DATE	DESCRIPTION
1	04.11.2016	ISSUED FOR PERMIT
2	04.11.2016	ISSUED FOR PERMIT
3	04.11.2016	ISSUED FOR PERMIT

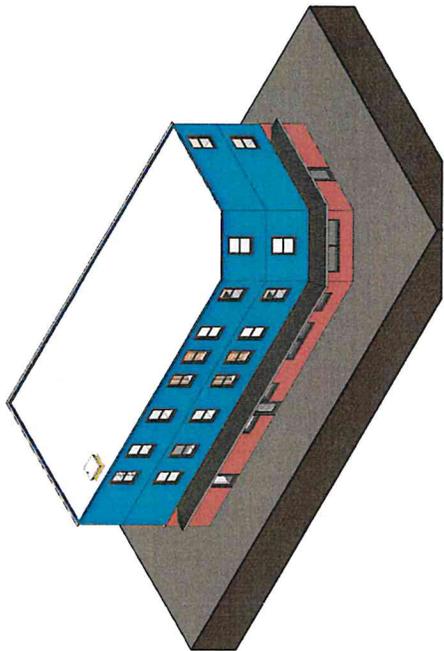
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TITLE SHEET

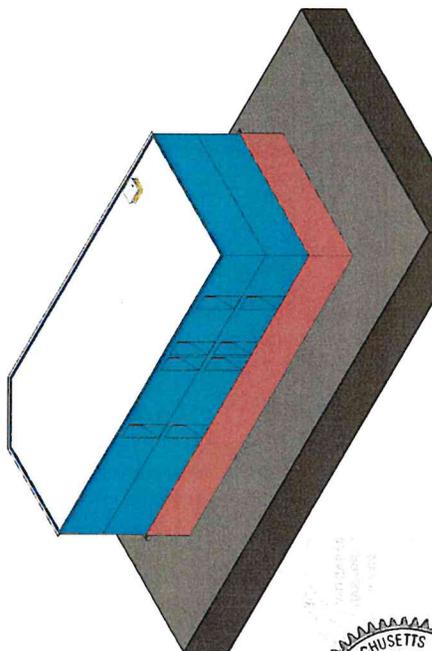
SHEET NUMBER

T00

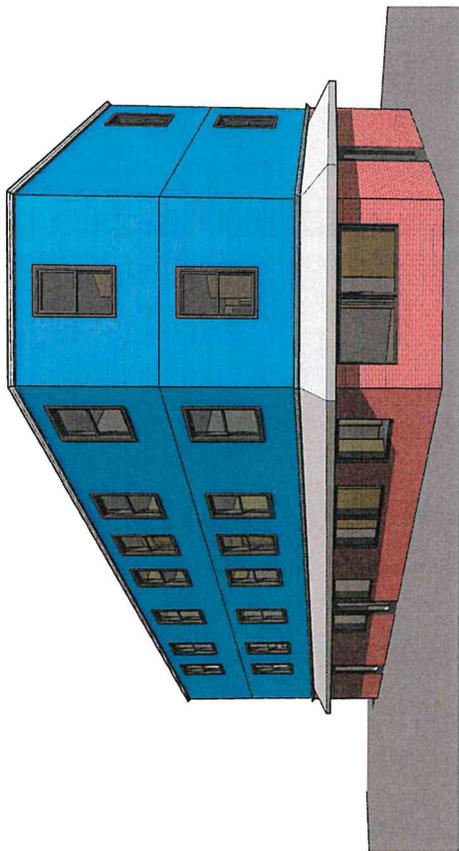
CCM DESIGN STUDIO, LLC



② ISOMETRIC VIEW FROM NORTH



③ ISOMETRIC VIEW FROM SOUTH



PROJECT:  
**BUSINESS DISTRICT -  
TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS**

PROJECT ADDRESS:  
**1559 NORTH SHORE ROAD REVERE MA 02151**



NOTE:  
THIS DRAWING IS THE PROPERTY OF CCM DESIGN STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CCM DESIGN STUDIO.

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS, FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

NOTE: THIS PROJECT SHALL BE PROVIDED WITH FIRE PROTECTION SYSTEMS SPRINKLERED AND INSTALLED BY LICENSED CONTRACTOR... PROVISIONS OF THE MASSACHUSETTS FIRE ALARMS AND SIGNALING ACT, CHAPTER 14C, SECTION 10A.

PROVIDE TYPE X GLASS BOARDS FOR FIRE RATED CONSTRUCTION... WITH IBC 2021

- CONSTRUCTION NOTES: 1. THE CONTRACTOR SHALL BE PRESENT ON THE PROJECT AT ALL TIMES... 2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FOOTING CONCRETE PRIOR TO THE START OF WORK... 3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FOOTING CONCRETE PRIOR TO THE START OF WORK... 4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FOOTING CONCRETE PRIOR TO THE START OF WORK...

- FOUNDATION NOTES: 1. FOUNDATION SHALL CONSIST OF FOOTINGS, FOUNDATION WALLS ON SPREAD FOOTINGS, FOOT WALLS AND SLAB... 2. FOUNDATION UNITS SHALL BE CENTERED UNDER SUPPORTED STRUCTURAL MEMBERS UNLESS SPECIFIED ON THE PLAN... 3. CONCRETE SHALL HAVE A MINIMUM 8 DAY COMPRESSIVE STRENGTH AND SHALL BE 4000 PSI (NORMAL WEIGHT).

- GENERAL NOTES: 1. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND EXECUTE ALL WORK IN STRICT ACCORDANCE... 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS... 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS...

Table with 3 columns: CURRENT ZONE, USES AND ZONING, PROPOSED. Includes rows for LOT AREA, MAX FLOOR COVER, FRONT YARD, SIDE YARD, REAR YARD, FLOOR AREA.

REQUIRE ZONING REGULATIONS ZONE OR GENERAL BUSINESS DISTRICT... LOCATED IN CHAPTER 14C, SECTION 10A, ARTICLE 10A.

NOTE: EXCEPT WHERE SHOWN OTHERWISE, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED... THE ABOVE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MASSACHUSETTS BUILDING CODE.

CHAPTER 18 SPECIAL DETAIL REQUIREMENTS BASED ON USE AND OCCUPANCY... CHAPTER 18 GENERAL BUILDING HEIGHTS AND AREAS... CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET.

CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET... CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET... CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET.

CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET... CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET... CHAPTER 18 MINIMUM ALLOWABLE AREA IN SQUARE FEET.

CCM DESIGN STUDIO logo and contact information: 1000 STATE STREET, SUITE 100, BOSTON, MA 02116. PHONE: 617.552.1111. FAX: 617.552.1112. WWW.CCMDESIGNSTUDIO.COM

ABBREVIATIONS: ALUMINUM, ALUMINUM ANGLE, ALUMINUM CHANNEL, ALUMINUM CORRUGATED SHEET, ALUMINUM DECKING, ALUMINUM EXTERIOR FINISH, ALUMINUM FINISH, ALUMINUM GLASS, ALUMINUM INSULATION, ALUMINUM JOINT, ALUMINUM PANEL, ALUMINUM ROOFING, ALUMINUM SHEET, ALUMINUM STUD, ALUMINUM TIE, ALUMINUM WIRE, ALUMINUM WOOD, ALUMINUM ZINC.

ABBREVIATIONS: ALUMINUM ANGLE, ALUMINUM CHANNEL, ALUMINUM CORRUGATED SHEET, ALUMINUM DECKING, ALUMINUM EXTERIOR FINISH, ALUMINUM FINISH, ALUMINUM GLASS, ALUMINUM INSULATION, ALUMINUM JOINT, ALUMINUM PANEL, ALUMINUM ROOFING, ALUMINUM SHEET, ALUMINUM STUD, ALUMINUM TIE, ALUMINUM WIRE, ALUMINUM WOOD, ALUMINUM ZINC.

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BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

1559 NORTH SHORE ROAD REVERE, MA 02151

TITLE SHEET GENERAL NOTE PROJECT INFORMATION UNLESS NOTED OTHERWISE FLOOR PLANS EXTERIOR FINISHES EXTERIOR ELEVATIONS

TITLE SHEET GENERAL NOTE PROJECT INFORMATION UNLESS NOTED OTHERWISE FLOOR PLANS EXTERIOR FINISHES EXTERIOR ELEVATIONS

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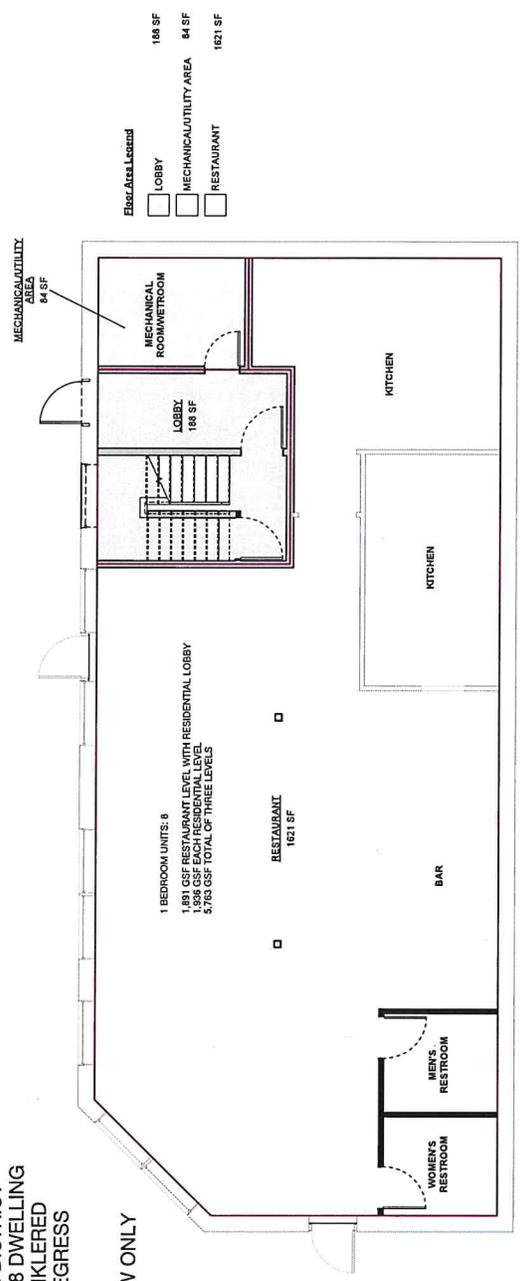
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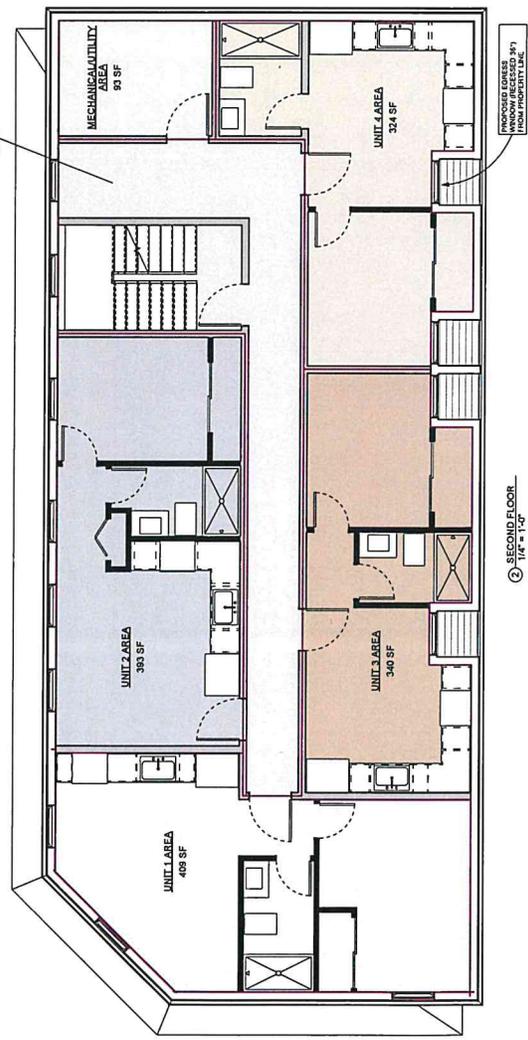
COMMONWEALTH OF MASSACHUSETTS REGISTERED PROFESSIONAL ENGINEER RAYMUND PRASAD No. 28088

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY



① FIRST FLOOR  
 1/4" = 1'-0"



② SECOND FLOOR  
 1/4" = 1'-0"



1559 NORTH SHORE ROAD, REVERE, MA 02151

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

**SHEET TITLE**  
 PROJECT INFORMATION  
 SHEET NUMBER  
**A100**



*Plater-Ved 10-1-25*

DATE: 10/1/25  
 PROJECT: 1559 NORTH SHORE ROAD, REVERE, MA 02151  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 IN CHARGE: [Name]  
 SCALE: AS SHOWN  
 SHEET NO.: A100 OF 100

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY



1559 NORTH SHORE ROAD REVERE MA 02151

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

NO.	DATE	DESCRIPTION
1	10-1-25	ISSUED FOR PERMIT
2	10-1-25	ISSUED FOR PERMIT
3	10-1-25	ISSUED FOR PERMIT

SHEET TITLE

PROJECT INFORMATION

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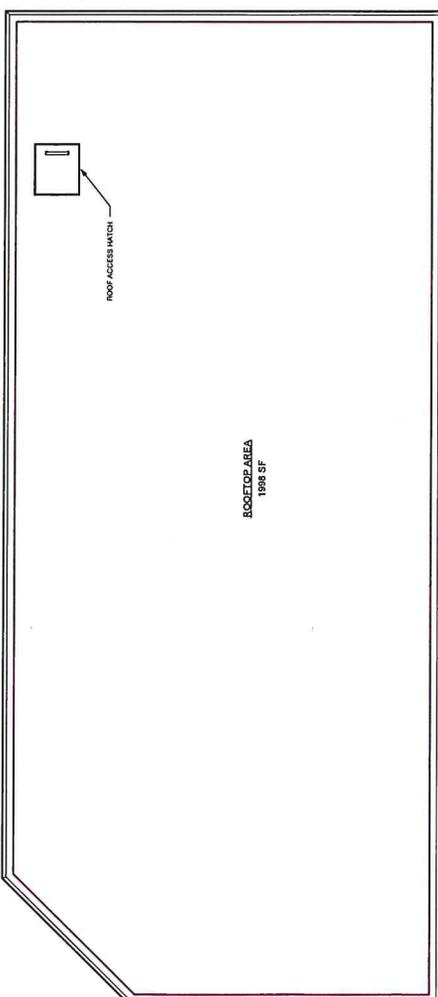
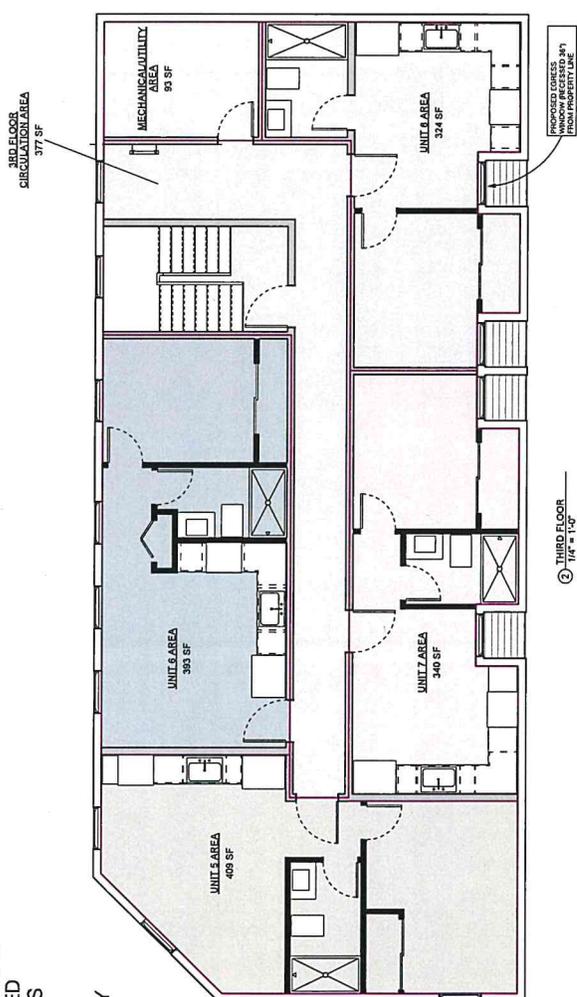
CCM DESIGN STUDIO, LLC

**Floor Area Listed**

<input type="checkbox"/>	3RD FLOOR CIRCULATION AREA	377 SF
<input type="checkbox"/>	MECHANICAL/UTILITY AREA	93 SF
<input type="checkbox"/>	UNIT 5 AREA	409 SF
<input type="checkbox"/>	UNIT 6 AREA	393 SF
<input type="checkbox"/>	UNIT 7 AREA	340 SF
<input type="checkbox"/>	UNIT 8 AREA	324 SF

**Floor Area Listed**

<input type="checkbox"/>	ROOFTOP AREA	1,998 SF
--------------------------	--------------	----------



NOTE: I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS. I HAVE PREPARED THIS PLAN IN ACCORDANCE WITH THE MASSACHUSETTS BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS.

① THIRD FLOOR 1/8" = 1'-0"

② TOP OF ROOF 1/8" = 1'-0"

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

CHAPTER 10 MEANS OF EGRESS - TWO MEANS OF EGRESS FOR EXITS AND SINGLE MEANS OF EGRESS FOR TWO LEVELS OF RESIDENTIAL, BUSINESS, AND LAND.

TABLE 1001.2.2 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

ALLOWANCE PER OCCUPANT, OCCUPANT LOAD FACTOR, 100 PERSONS PER 1000 SQUARE FEET OF FLOOR AREA.

1004.3.1.1 Means of egress shall be provided for each story or occupied roof area of the building.

1004.3.1.2 Means of egress shall be provided for each story or occupied roof area of the building.

1004.3.1.3 Means of egress shall be provided for each story or occupied roof area of the building.

1004.3.1.4 Means of egress shall be provided for each story or occupied roof area of the building.

1004.3.1.5 Means of egress shall be provided for each story or occupied roof area of the building.



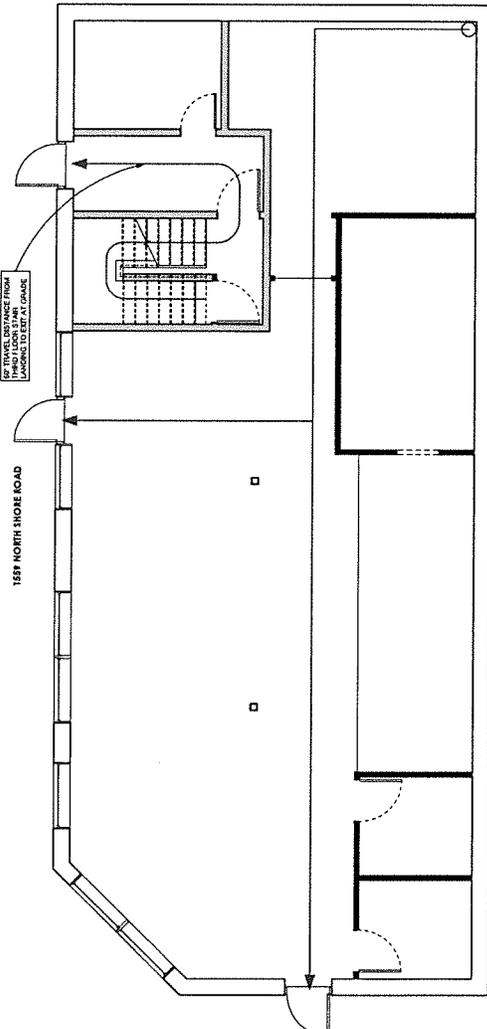
1559 NORTH SHORE ROAD REVERIE, MA 01912

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

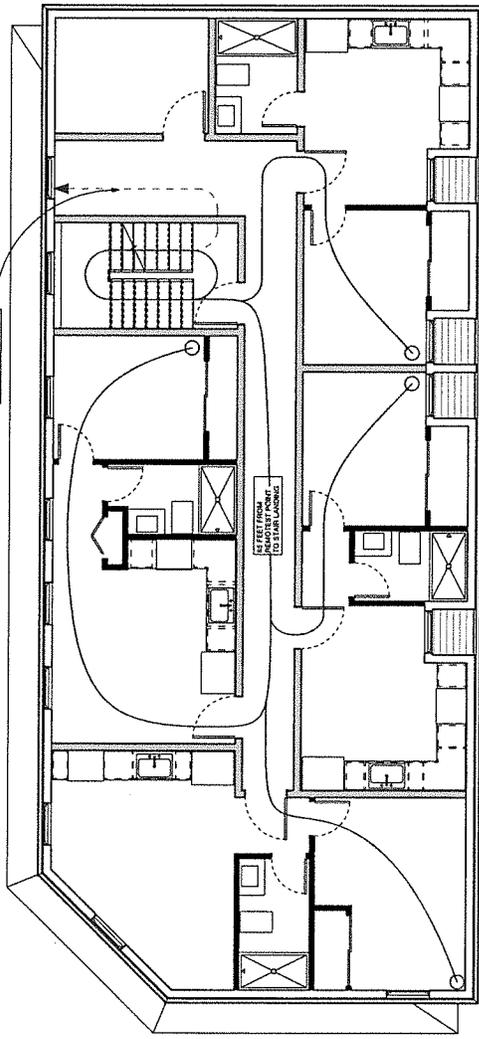
Table with columns: DATE, PROJECT NAME, SHEET NO., SHEET TOTAL, DATE, PROJECT NAME, SHEET NO., SHEET TOTAL.

EGRESS PLANS SHEET NUMBER A102

Professional Engineer Seal for Ramasasthy Gatyaprasad, No. 28059A, State of Massachusetts, dated 10-1-25.

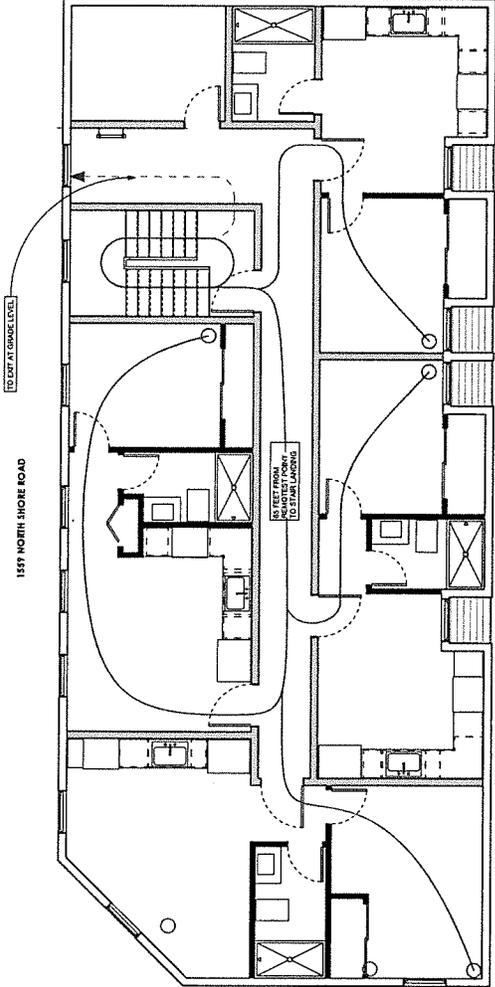


① FIRST FLOOR EGRESS PATH 1/4" = 1'-0"

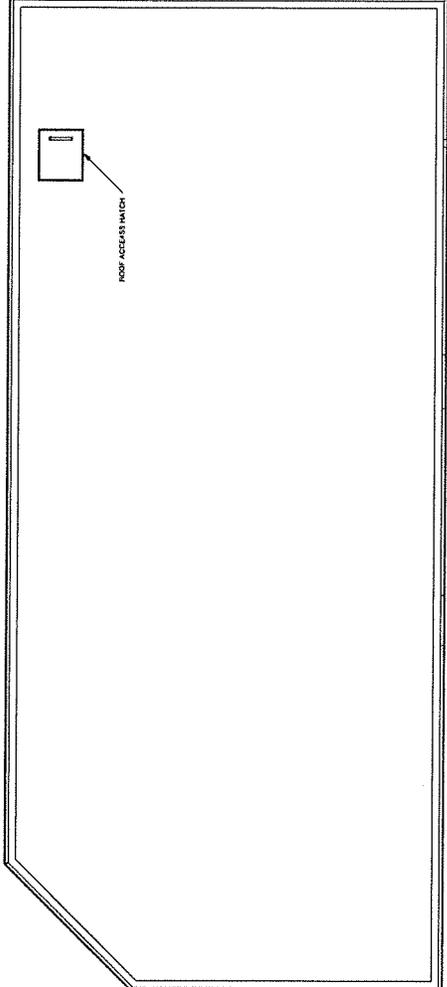


② SECOND FLOOR EGRESS PATH 1/4" = 1'-0"

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT & DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.  
FOR ZONING REVIEW ONLY



1 THIRD FLOOR EGRESS PATH  
1/4" = 1'-0"



2 TOP OF ROOF EGRESS PATH  
1/4" = 1'-0"



BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS



*Plater-Nade*  
10-1-25

DATE	10-1-25
PROJECT NAME	BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION
DESCRIPTION	8 DWELLING UNITS
SHEET NO.	1
TOTAL SHEETS	1
SCALE	AS SHOWN
DESIGNED BY	RAMABASTRI SATYAPRASAD
CHECKED BY	
IN CHARGE	

EGRESS PLANS

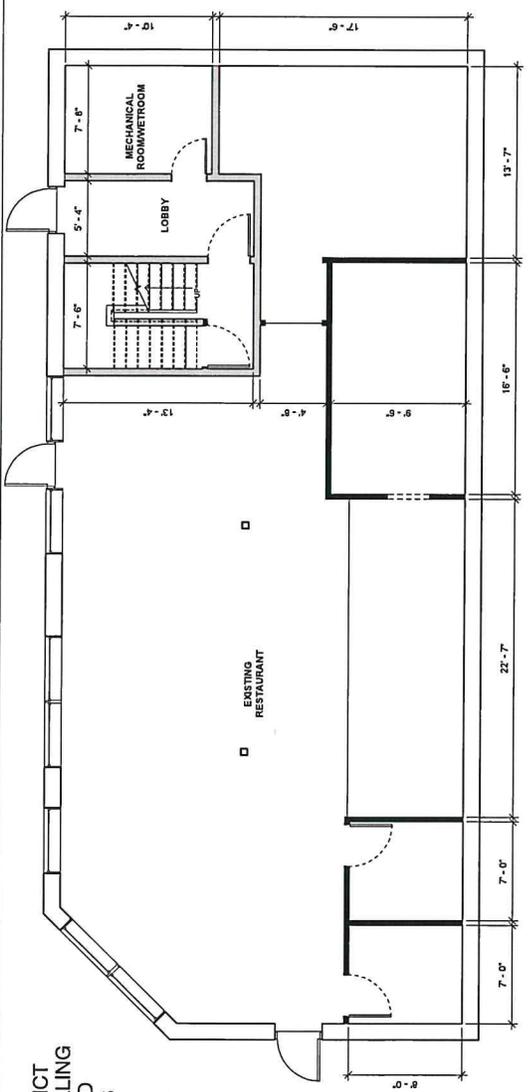
SHEET NUMBER

**A102.1**

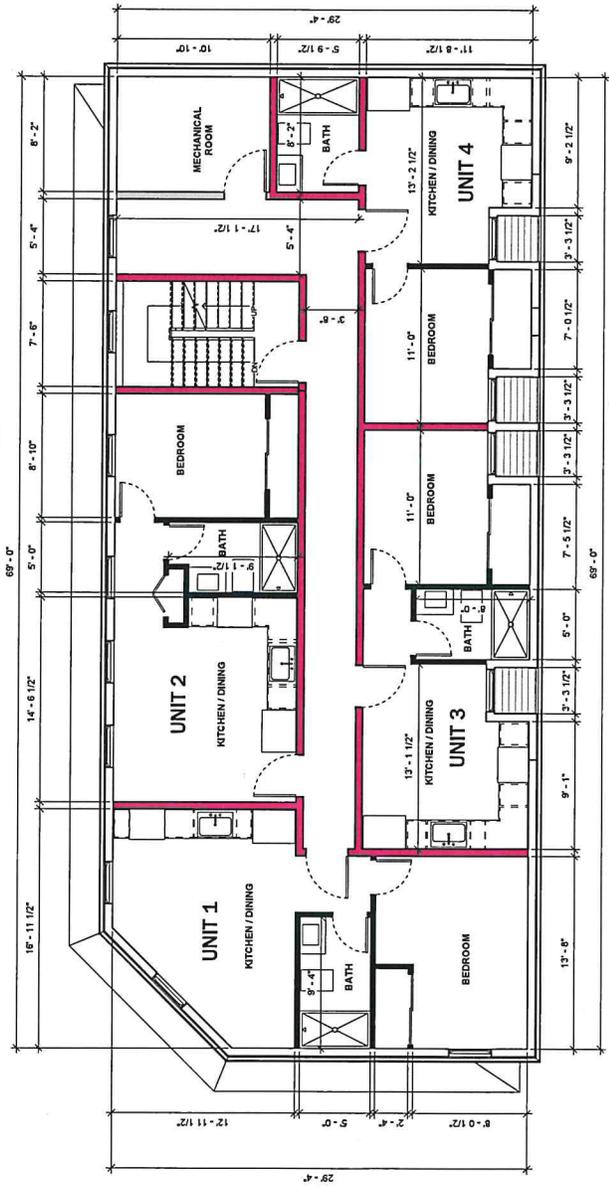
1555 NORTH SHORE ROAD REVERE MA 02151  
CCM DESIGN STUDIO, LLC

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY



② PROPOSED FIRST FLOOR PLAN 1/4" = 1'-0"



① PROPOSED SECOND FLOOR PLAN 1/4" = 1'-0"



1559 NORTH SHORE ROAD REVERE MA 02151

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

DATE	PL 15.12.2020
PROJECT NAME	BUSINESS DISTRICT TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS
DESIGNED BY	CCM DESIGN STUDIO
DRAWN BY	CCM DESIGN STUDIO
CHECKED BY	CCM DESIGN STUDIO
SCALE	AS SHOWN
PROJECT NO.	1559 NSR
DATE OF REVIEW	15.12.2020
BY	CCM DESIGN STUDIO
FOR	CCM DESIGN STUDIO
REVISIONS	NO REVISIONS

SHEET TITLE: FLOOR PLANS  
SHEET NUMBER: A103

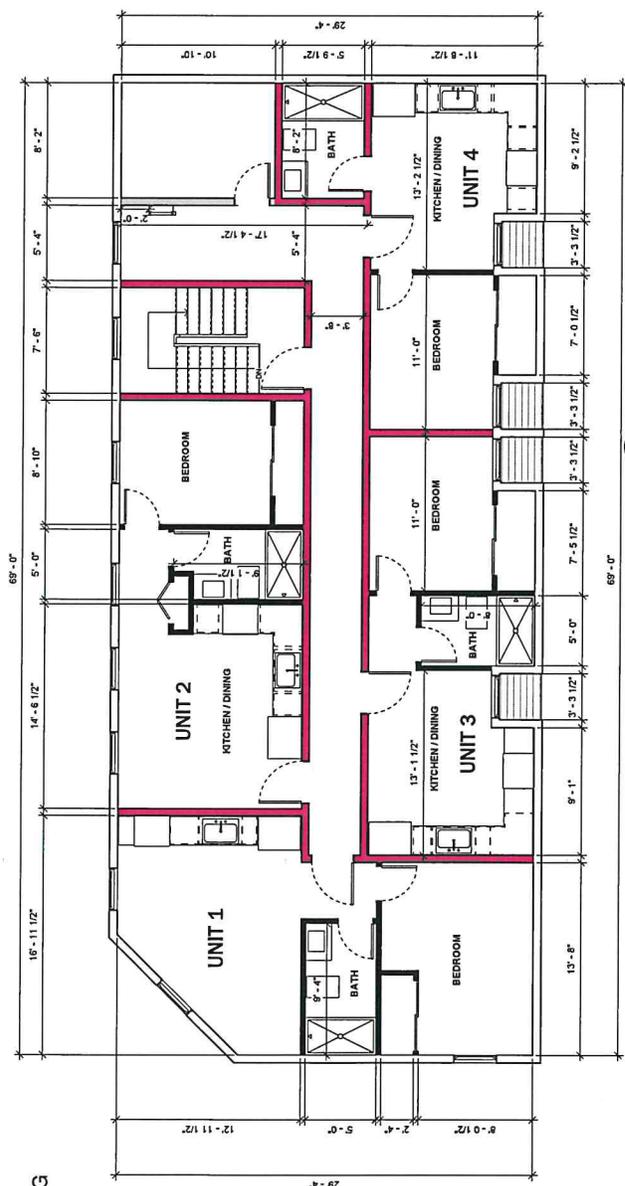


Plate No. 10-1-25

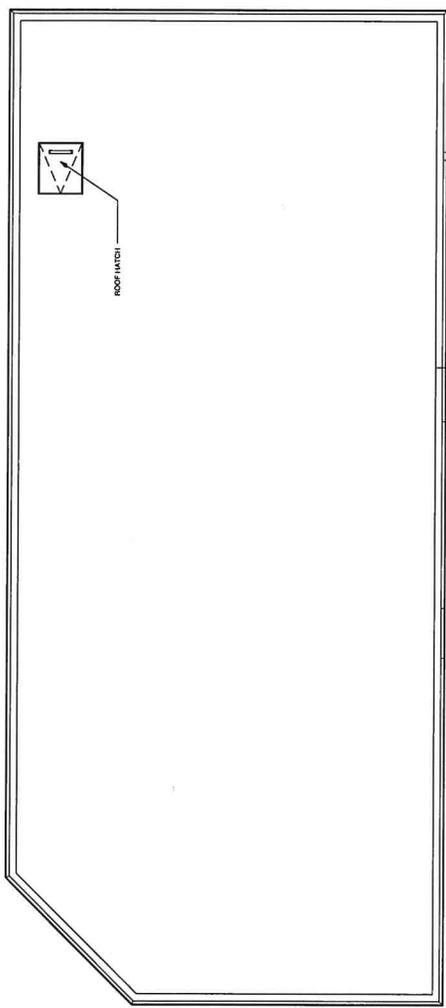
NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

GENERAL BUSINESS DISTRICT  
(GB) - CORNER LOT 8 DWELLING  
UNITS. FULLY SPRINKLERED  
SINGLE MEANS OF EGRESS  
BUILDING.

FOR ZONING REVIEW ONLY



② PROPOSED THIRD FLOOR PLAN  
1/4" = 1'-0"



① PROPOSED TOP OF ROOF PLAN  
1/4" = 1'-0"



BUSINESS DISTRICT - TRANSIT ORIENTED  
DEVELOPMENT NEW CONSTRUCTION  
8 DWELLING UNITS

1559 NORTH SHORE ROAD REVERE MA 02151

LINE	PROJECT NAME	PL. OR. DATE
1	BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS	01/20/2020
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SHEET TITLE  
FLOOR PLANS  
SHEET NUMBER  
**A103.1**

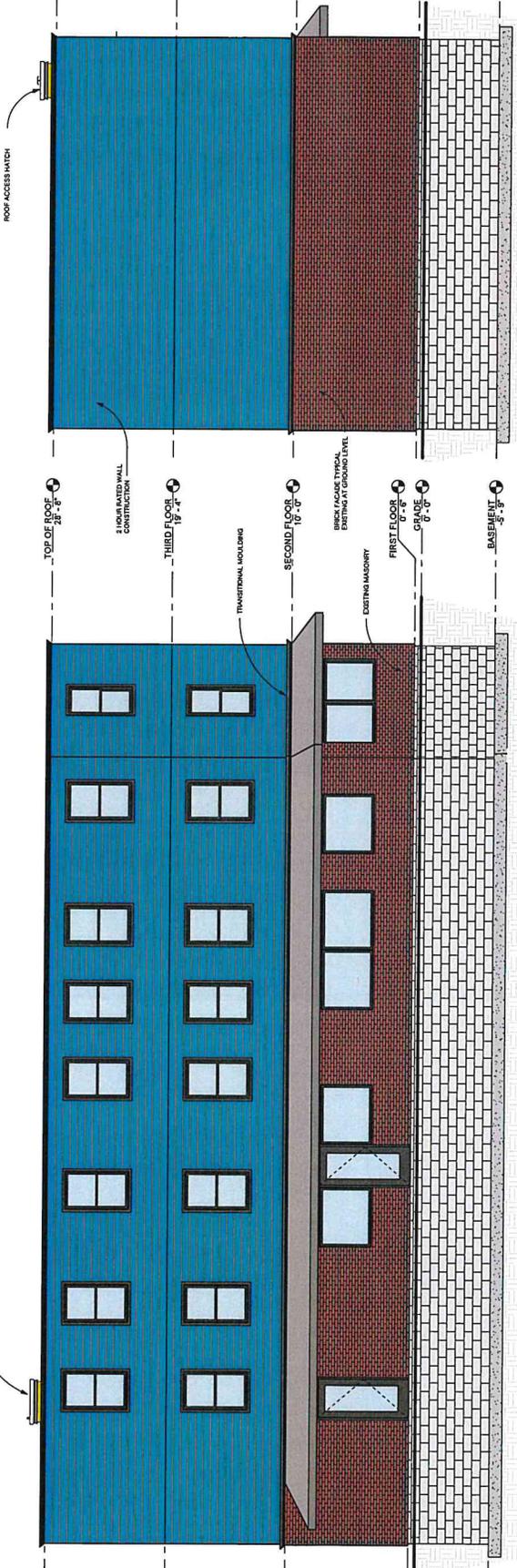


NOTE: THIS PLAN IS THE PROPERTY OF CCM DESIGN STUDIO, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF CCM DESIGN STUDIO, INC.

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS, FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

ROOF ACCESS HATCH



① MAIN ELEVATION  
1/4" = 1'-0"

② SIDE ELEVATION  
1/4" = 1'-0"



1559 NORTH SHORE ROAD REVERE MA 02151  
 BUSINESS DISTRICT - TRANSIT ORIENTED  
 DEVELOPMENT NEW CONSTRUCTION  
 8 DWELLING UNITS

DATE	18.11.2024
PROJECT NAME	TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS
DRAWN BY	CCM
CHECKED BY	CCM
SCALE	AS SHOWN
DATE	18.11.2024
BY	CCM
DATE	18.11.2024
BY	CCM

SHEET TITLE  
EXTERIOR ELEVATIONS

SHEET NUMBER  
**A200**

CCM DESIGN STUDIO, LLC

REGISTERED PROFESSIONAL ARCHITECT  
 COMMONWEALTH OF MASSACHUSETTS  
 RAMAASASTRY SATYAPRISAD  
 No. 28089A  
 REGISTERED PROFESSIONAL ARCHITECT

*Ramaasastry*  
10-1-25

NOTE:  
THIS DRAWING IS THE PROPERTY OF CCM DESIGN STUDIO, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CCM DESIGN STUDIO, LLC.

GENERAL BUSINESS DISTRICT (GB) - CORNER LOT 8 DWELLING UNITS. FULLY SPRINKLERED SINGLE MEANS OF EGRESS BUILDING.

FOR ZONING REVIEW ONLY

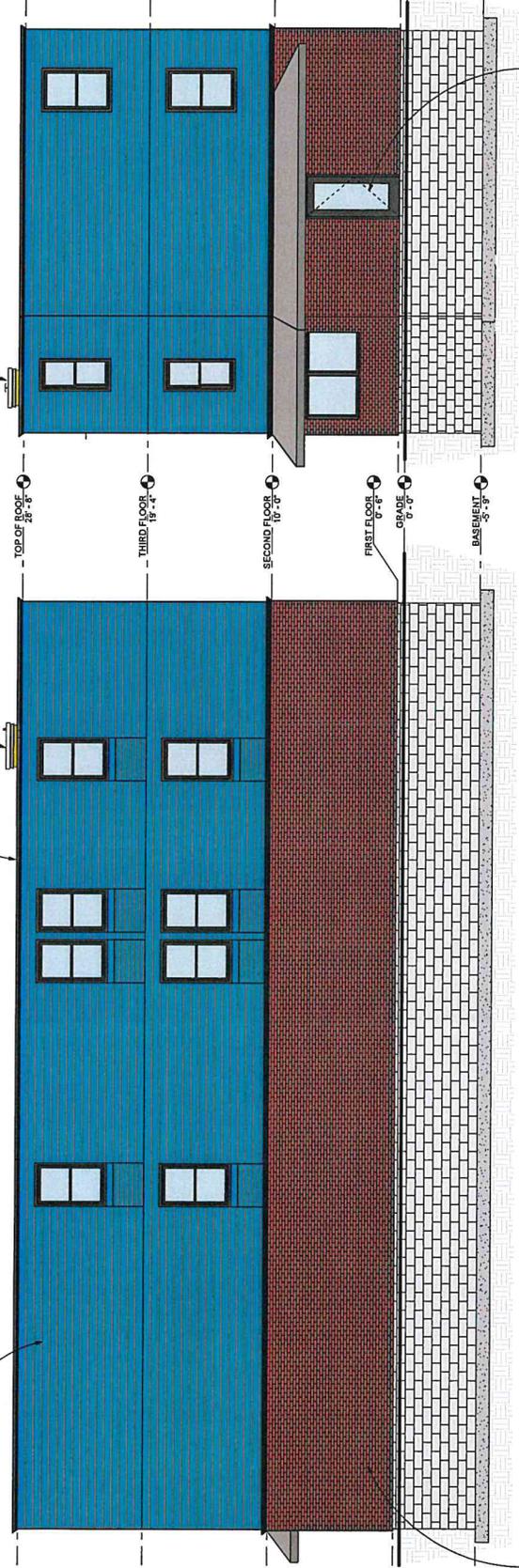


MASSIVE PLANE EXTERIOR VERTICAL WALL SYSTEM TYP.

MEMBRANE ROOFING TOP OF GARAGE ROOF

ROOF ACCESS HATCH

ROOF ACCESS HATCH



1 REAR ELEVATION 1/4" = 1'-0"

2 REAR VIEW ELEVATION 1/4" = 1'-0"

BRICK FACADE TYP.

EXISTING DOOR FOR RESTAURANT AND MEANS



*R. Satyaprasad*  
10-1-25

NOTED: THIS DRAWING IS THE PROPERTY OF CCM DESIGN STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

BUSINESS DISTRICT - TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS

1559 NORTH SHORE ROAD REVERE MA 02151

DATE	10-15-2024	
PROJECT NAME	BUSINESS DISTRICT TRANSIT ORIENTED DEVELOPMENT NEW CONSTRUCTION 8 DWELLING UNITS	
DRAWN BY	CCM	
CHECKED BY	CCM	
SCALE	AS SHOWN	
REV.	DATE	DESCRIPTION
1	10-15-2024	ISSUED FOR PERMITS
2	10-15-2024	ISSUED FOR PERMITS
3	10-15-2024	ISSUED FOR PERMITS

SHEET TITLE  
EXTERIOR ELEVATIONS

SHEET NUMBER  
**A201**

CCM DESIGN STUDIO LLC

C-26-03

## PUBLIC HEARING NOTICE

Notice is hereby given in accordance with the provisions of Chapter 40A of the Massachusetts General Laws and Section 17.40.030 of the Revised Ordinances of the City of Revere that the Revere City Council will conduct a public hearing on Monday evening, January 26, 2026 at 6:00 P.M. in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151 on the application of Ardit Kraja, 500 Governor's Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

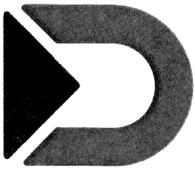
A copy of the aforementioned application (C-26-03) is on file and available for public inspection in the office of the City Clerk, Revere City Hall, Revere, Massachusetts, Monday through Thursday from 8:15AM to 5:00PM and on Friday 8:15AM to 12:15PM. If unable to attend the public hearing, proponent/opponent testimony will be accepted in writing to [amelnik@revere.org](mailto:amelnik@revere.org) on or before January 20, 2026.

Attest:

Ashley E. Melnik  
City Clerk

Revere Journal  
Check attached #11259  
01/07/2026  
01/14/2026

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)



January 6, 2026

**Via Hand Delivery**

Ashley Melnik  
City Clerk, City of Revere  
281 Broadway  
Revere, MA 02151

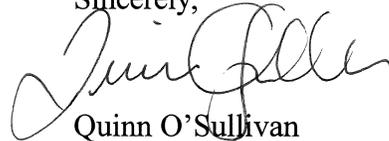
**RE: Elmwood St (18-322-11) City Council Special Permit Application**

Dear Ms. Melnik,

As you are aware, this office represents Ardit Kraja in relation to the zoning and permitting of his property on Elmwood Street, Parcel ID 18-322-11. Enclosed for filing please find an updated special permit application and updated site plan review denial received from Chief Planner, Frank Stringi, reflecting that separate Zoning Board of Appeals approval is not necessary for this Project. As such, the special permit application has been updated accordingly.

Please do not hesitate to contact me with any questions or concerns. Thank you in advance for your assistance.

Sincerely,



Quinn O'Sullivan

Enclosures

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

2026 JAN 14 AM 11:19  
OFFICE CITY CLERK  
REVERE, MASS

**City of Revere,  
Massachusetts Revere City  
Council Application For  
Special Permit**

All parts of this application and the attached documents shall be completed and submitted under the pains and penalties of perjury. Incomplete filings may be rejected.

The applicant must be prepared to present data that tends to indicate that the public convenience and welfare will be substantially served by granting the exception or permission requested. That the exception or permission requested will not tend to impair the status of the neighborhood; that the exception or permission requested will be in harmony with the general purposes and intent of the Revised Ordinances of the City of Revere.

I hereby request a hearing before the Revere City Council for the following:

- A. Application for Planned Unit Development Title 17, Chapter 17.20, Section 17.20.010, 17.20.200 (Revised Ordinances of the City of Revere),
- B. Application for Special Permit (Revised Ordinances of the City of Revere), Title 17, Chapter 17.16, Section \_\_\_\_\_.
- C.** Application for Special Permit for Alteration and Extension of Nonconforming Structure (Revised Ordinances of the City of Revere), Title 17, Chapter 17.40, Section 17.40.030.

1. Applicant submitting this application is:

Name: Ardit Kraja

Address: 500 Governor's Dr., Apt. 26, Winthrop, MA 02152

Tel. #: c/o D'Ambrosio LLP (617) 720-5657

2. Applicant is:  Tenant  Licensee  Prospective Purchaser

Owner  Other (Describe)

\_\_\_\_\_.

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

3. The following person is hereby designated to represent the applicant in matters arising hereunder:

Name: Gerry D'Ambrosio, Esq., and Nancy O'Neil, Esq., D'Ambrosio LLP

Title: Counsel for Applicant

Address: 14 Proctor Ave, Revere, MA 02151

Tel. #: (617) 720-5657

4. The land for which this application is submitted is owned by:

Name: Ardit Kraja

Address: 500 Governors Dr., Apt. 26, Winthrop, MA 02152

Tel. #: c/o D'Ambrosio LLP (617)720-5657

5. The land described in this application is recorded in Suffolk County Registry of Deeds, Register Land Division, Document No. 956725, Certificate No. 140706.

The Property is more particularly described in a deed attached hereto as **Exhibit A**.

6. Plans describing and defining the Special Permit for Alteration and Extension of Nonconforming Structure are included herewith as **Exhibit B**.

Lot # 18-322-11 Lot size: 2,250 Sq. Ft.

7. A map describing the land uses of adjacent and nearby properties is included and made a part of this application.

Please see Zoning Map of Revere (2025), enlargement, attached hereto as **Exhibit C**.

8. A locus map (8½" x 11") copy of City of Revere or USGS topographic sheet with site marked for which permit is requested is included and made a part of this application.

Please see Revere GIS and USGS topographic maps, attached hereto as **Exhibit D**.

9A. Is the site of this application subject to the Wetland Protection Act (M.G.L., Chapter 131, Sec. 40A or Chapter 130, Sec. 105)?

yes

**no**

do not know

9B. Is the location of the site of this application within 100 feet of:

       a coastal beach;        salt marsh;        land under the ocean;

       do not know;   X   no.

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

10. Describe the property for which this application is being submitted (including dimensions of land, existing buildings, if any, availability of utilities, sewer, water, etc.):

The unnumbered property on Elmwood Street, Revere, Suffolk County, Massachusetts with City of Revere Parcel Identification No. 18-322-11, more particularly described in Suffolk County Registry of Deeds Certificate of Title No. 140706, as follows:

Northwesterly by Elmwood Street thirty (30) feet;

Northeasterly by land now or formerly of Carlo Moschella seventy-five (75) feet;

Southeasterly by land now or formerly of Thomas A. Houllahan thirty (30) feet; and

Southwesterly by land now or formerly of Pasquale Catino seventy-five (75) feet.

Said land is determined by the Land Court to be located as shown on a plan drawn by Whitman & Howard, Civil Engineers, dated July 30, 1908, as approved by the Land Court, filed in Land Registration Office as Plan No. 2205-A, a copy of a portion of which is filed with Certificate of Title 2144, shown as Lot A.

Please see Exhibit E, site photos.

11. What is the nature of the exception or special permit requested in this application?

The Applicant seeks to alter, extend, and reconstruct a pre-existing nonconforming structure which currently forms a private garage. The proposed reconstructed structure will be converted from a private garage to a modest, two and a half story, two-family residence. Such two-family dwelling use is allowed as of right in the Residence B ("RB") zoning district where the property is located. The alteration, reconstruction, and extension of a pre-existing nonconforming structure is allowed by special permit of the City Council of the City of Revere pursuant to Revere Zoning Ordinances, § 17.40.030.

The City Council of the City of Revere should award this special permit because the Applicant's proposed Project will benefit the neighborhood and City of Revere. The Project will substantially improve an underutilized parcel with a modern, aesthetically pleasing structure, to the benefit of the neighborhood. The current aged and dilapidated private garage will be taken down and replaced with a new two-family dwelling to better and more efficiently serve the Revere community amidst the current housing crisis. The new structure will improve and increase side yard setbacks compared to the existing structure, and create additional space between the proposed structure and immediate neighbors. The requested special permit relief will allow the Applicant to transform an underutilized lot into new, highly needed residential units to the benefit of the City of Revere.

Four (4) parking spaces as required by the Revere Zoning Ordinances §17.28.020 will be provided for use by the residents of the new two-family dwelling. The parking spaces will be located off-site on the nearby unnumbered Elmwood Street lot with Parcel ID: 18-322-13. The unnumbered lot is approximately thirty (30) feet from the Property and is more particularly described in a deed registered as Document No. 899238, attached hereto as Exhibit G. Accordingly, the Applicant seeks relief under the Special Permit for the new nonconformity with § 17.24.070(F) to allow offsite parking. See, Revere Zoning Ordinances § 17.40.030 ("The reconstruction, extension, alteration or change of a nonconforming structure, as set forth herein, shall include...the creation of a new nonconformity and shall require only the award of a special permit as authorized under this section [17.40.030]").

The Applicant's proposed extension, alteration, and expansion of a nonconforming structure is in harmony with the general purposes and intent of the Revised Ordinances of the City of Revere and therefore, will not be substantially more detrimental to the neighborhood than the pre-existing nonconforming structure. The Project encourages housing for persons of all income levels by reconstructing the preexisting nonconforming structure into a two-unit residential structure, expanding housing options in the City of Revere. See, Revere Zoning Ordinance, § 17.04.010. Further, the Project conserves the value of land and buildings and prevents blight and pollution of the environment by revitalizing a dilapidated structure on an underutilized lot. Id. It also encourages the most appropriate use of land throughout the City, as the reconstruction will allow the property to be used for residential purposes, consistent with the residential character of the neighborhood.

Date of denial by the Site Plan Review Committee: December 10, 2025. See, Denial Letter attached hereto as Exhibit F.

I hereby certify under the pains and penalties of perjury that the foregoing information contained in this application is true and complete.

[Signature]  
Signature of Applicant

12/4/25  
Date

[Signature]  
Signature of Owner

12/4/25  
Date

[Signature]  
Signature of Designated Representative

12/24/25  
Date

Received from above applicant, the sum of \$ \_\_\_\_\_ to apply against administrative and mailing costs.

\_\_\_\_\_

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

**General Disclosure of Constituent Information Relative to  
Applications Submitted to the Revere City Council  
For Authorizations, Permits, Special Permits, Licenses, Variances, Orders of Conditions, Approvals,  
Modifications and Amendments Which are Subject of Proceedings Before the Revere City Council**

1. Name and residential address of party submitting application:

Name: Ardit Kraja

Address: 17 Mill Street Place, Revere, MA 02151

2. Name and residential address of each landowner on whose property subject matter will be exercised:  
(Attach additional pages, if necessary.)

Name: Ardit Kraja

Address: 17 Mill Street Place, Revere, MA 02151

3. If the party is a partnership, state the name and residential address of all partners within sixty (60) days of this application:

Partner's Name: N/A

Address: N/A

4. Name and residential address of each party to whom subject authorization will be issued:

Name: Ardit Kraja

Address: 17 Mill Street Place, Revere, MA 02151

5. If the party is a trust, provide the name and residential address of each trustee and beneficiary within sixty (60) days of this application:

Trustee's Name: N/A

Address: N/A

The trust documents are on file at N/A and will be delivered upon request.

5. If the party is a joint venture, state the name and residential address of each person, form of company that is party to the joint venture within sixty (60) days of the filing of this application.

Joint Venture Name: N/A

Address: N/A

A copy of the Joint Venture agreement is on file at N/A and will be delivered upon request.

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

Page 2  
General Disclosure Form

7. If the party is a corporation, provide the name and residential address of each officer, director and shareholder owning more than 50% of the interest in the Corporation within sixty (60) days of the date of this application:

Officer's Name: N/A

Address: N/A

Director's Name: N/A

Address: N/A

Shareholder's Name: N/A  
(50% or more)

Address: N/A

8. If the party is a General Partnership, provide the name and residential address of each partner in the partnership within sixty (60) days of the date of this application.

General Partner's Name: N/A

Address: N/A

9. If the party is a Limited Partnership, provide the name and residential address of each General Partner of the Limited Partnership within sixty (60) days from the date of this application.

General Partner's Name  
of Limited Partnership: N/A

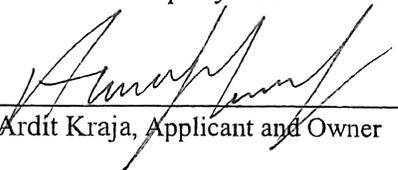
Address: N/A

10. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate require by Mass. General Law, Chapter 110, Section 5, is on file:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

The foregoing information is provided under the Pains and Penalty of Perjury.  
Signature of each party and landowner:



Ardit Kraja, Applicant and Owner

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

### Request for Finding of Fact – Special Permit

Now comes the applicant **ARDIT KRAJA**, who has applied to this Honorable City Council for a special permit for property located at **Elmwood Street, Revere, MA 02151 (PID: 18-322-11)** and asks that said Council make the following findings of fact:

**1. That the proposed use would be in harmony with the general purpose and intent of the Zoning Ordinance for the following reasons:**

- (a) The Project is in harmony with the intent of the Zoning Ordinances as it encourages housing for persons of all income levels, conserves the value of land and buildings, prevents blight and pollution of the environment, and encourages the most appropriate use of land throughout the City. See, Revere Zoning Ordinance, § 17.04.010.

**2. That the specific site is an appropriate location for such use for the following reasons:**

- (a) The site is appropriate as it is located in a residential neighborhood with other two-family residences which are similar in size and scale to the Project.
- (b) The site is appropriate as the Applicant's proposed structure will not be substantially more detrimental to the neighborhood than the current conditions and, in fact, will improve neighborhood by replacing a dilapidated garage with a well-designed, aesthetically pleasing structure.

**3. That the specific site has adequate public sewerage and water facilities and water systems for the following reasons:**

- (a) Adequate and appropriate facilities will be established.

**4. That the use as developed will not adversely affect the neighborhood, for the following reasons:**

- (a) The Applicant seeks to provide necessary housing in the City of Revere and residents of the neighborhood. The Property will be substantially improved by the Applicant at great expense.
- (b) The finished structure will not deviate nor substantially change the character of the neighborhood as neighboring residential properties contain similar multifamily structures that are of a similar size and scale to the Project.
- (c) The Project will be less detrimental to the neighborhood than the current aging, private garage as it will clean up a neglected parcel and increase the aesthetics of the neighborhood.

**5. That there will not be a nuisance or serious hazard to vehicles or pedestrians using Elmwood Street for the following reasons:**

- (a) The Project will not increase congestion nor on-street parking demand as it proposes providing the necessary four (4) off-street parking spaces for residents on the nearby unnumbered Elmwood St. lot.
- (b) The structure, which will contain two residential units, is anticipated to have minimal traffic impacts, if any.

**6. That adequate and appropriate facilities will be provided for the proper use, for the following reasons:**

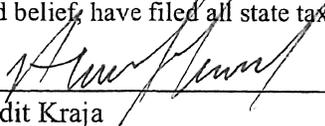
- (a) Adequate and appropriate facilities will be provided.

Date: Jan 6, 2026

Respectfully submitted by: Quinn O'Sullivan Esq.

**Certification**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

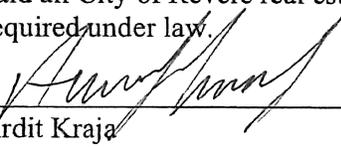
  
\_\_\_\_\_

Ardit Kraja

by: \_\_\_\_\_  
Corporate Officer (if applicable)

**Certification**

Pursuant to M.G.L. Chapter 40, Section 57(a), and Title 3, Chapter 3.04, Section 3.04.020 of the Revised Ordinances of the City of Revere, Massachusetts, I hereby certify, under penalties of perjury, that I have paid all City of Revere real estate taxes, water and sewer assessments and any other municipal charges required under law.

  
\_\_\_\_\_

Ardit Kraja

by: \_\_\_\_\_  
Corporate Officer (if applicable)

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

EXHIBIT – A

**DEED**

The City of Revere (Grantor), a municipal corporation duly organized and existing by law in the County of Suffolk and Commonwealth of Massachusetts,

For good and valuable consideration of one hundred and twelve thousand, five hundred dollars (\$112,500.00)

Hereby grants to Ardit Kraja (Grantee) with an address of 500 Governor's Drive, Unit 28, Winthrop, MA 02152.

WITH QUITCLAIM COVENANTS,

**Parcel A**

Northwesterly by Elmwood Street thirty (30) feet;

Northeasterly by land now or formerly of Carlo Moschella seventy-five (75) feet;

Southeasterly by land now or formerly of Thomas A. Houllahan thirty (30) feet; and

Southwesterly by land now or formerly of Pasquale Catino seventy five (75) feet.

Said parcel is shown as Lot A on the plan hereinafter described.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Whitman & Howard, Civil Engineers, dated July, 1908, as approved by the Court, filed in Land Registration Office as plan No. 2205-A, a copy of a portion of which is filed with Certificate of Title No. 2144, shown as Lot A.

Said premises are conveyed subject to all restrictions and easements of record that are in full force and applicable.

The above described parcel of land is the subject of the reservation set forth in a deed given by Albert D. Bosson to Margaret I. Graham dated August 27, 1890 recorded with the Suffolk Deeds Book 1953, Page 442.

For Grantor's title, see Tax Taking registered as Document No. 354907 on Certificate No. 50350; Final Judgment registered as Document No. 926083 on Certificate No. 50350; and Land Court Order registered as Document No. 956360 on Certificate No. 140661.

[SIGNATURE PAGES TO FOLLOW]



2024 00956725

Cert#: 140706 Bk: 699 Pg: 106

Doc: DED 11/15/2024 03:07 PM SF

ATTEST: Stephen J. Murphy, Register

Suffolk County Registry of Deeds

Property Address: 0 Elmwood Street Revere, MA 02151

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

The officer executing this deed acknowledges receipt of the statement required by M.G.L. c. 60, § 77B and affirms the City's compliance with M.G.L. c. 60, § 77B and M.G.L. c. 44, § 63A.

Being a conveyance from a municipal corporation incorporated under the laws of the Commonwealth of Massachusetts, this transaction is exempt from property tax stamps and assessments.

IN WITNESS WHEREOF, the said City of Revere has caused its corporate seal to be affixed hereto and these presents to be executed on its behalf by Cathy D. Bowden, Treasurer, duly authorized this 14 day of November, 2024.

City of Revere  
By its Treasurer,

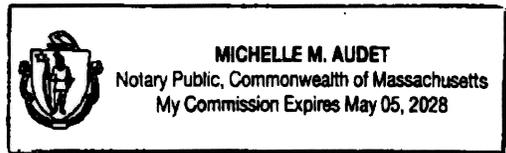
Cathy D Bowden  
Cathy D. Bowden

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 14th day of November, 2024, before me, the undersigned notary public, personally appeared, Cathy D. Bowden, as Treasurer for the City of Revere proved to me through satisfactory evidence of identification which was Driver's License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose as the free act of the City of Revere.

Michelle M Audet  
Notary Public:  
My Commission Expires: May 5, 2028



Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

956725

DOC No: 00956725

SUFFOLK LAND COURT  
REGISTRY DISTRICT

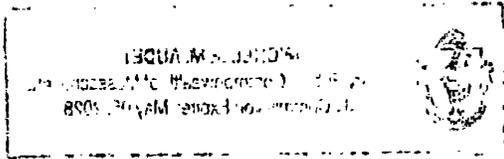
\*\* RECEIVED FOR REGISTRATION \*\*

On: Nov 15, 2024 at 03:07P

Document Fee: 155.00 Rec Total: \$235.00

CERTIFICATE No: 140706 BK 00699 PG 106

ALSO NOTED ON: CERT 140661 BK 699 PG 61



Attested hereto

*Stephen J. Murphy*

Stephen J. Murphy  
Asst. Recorder of Land Court

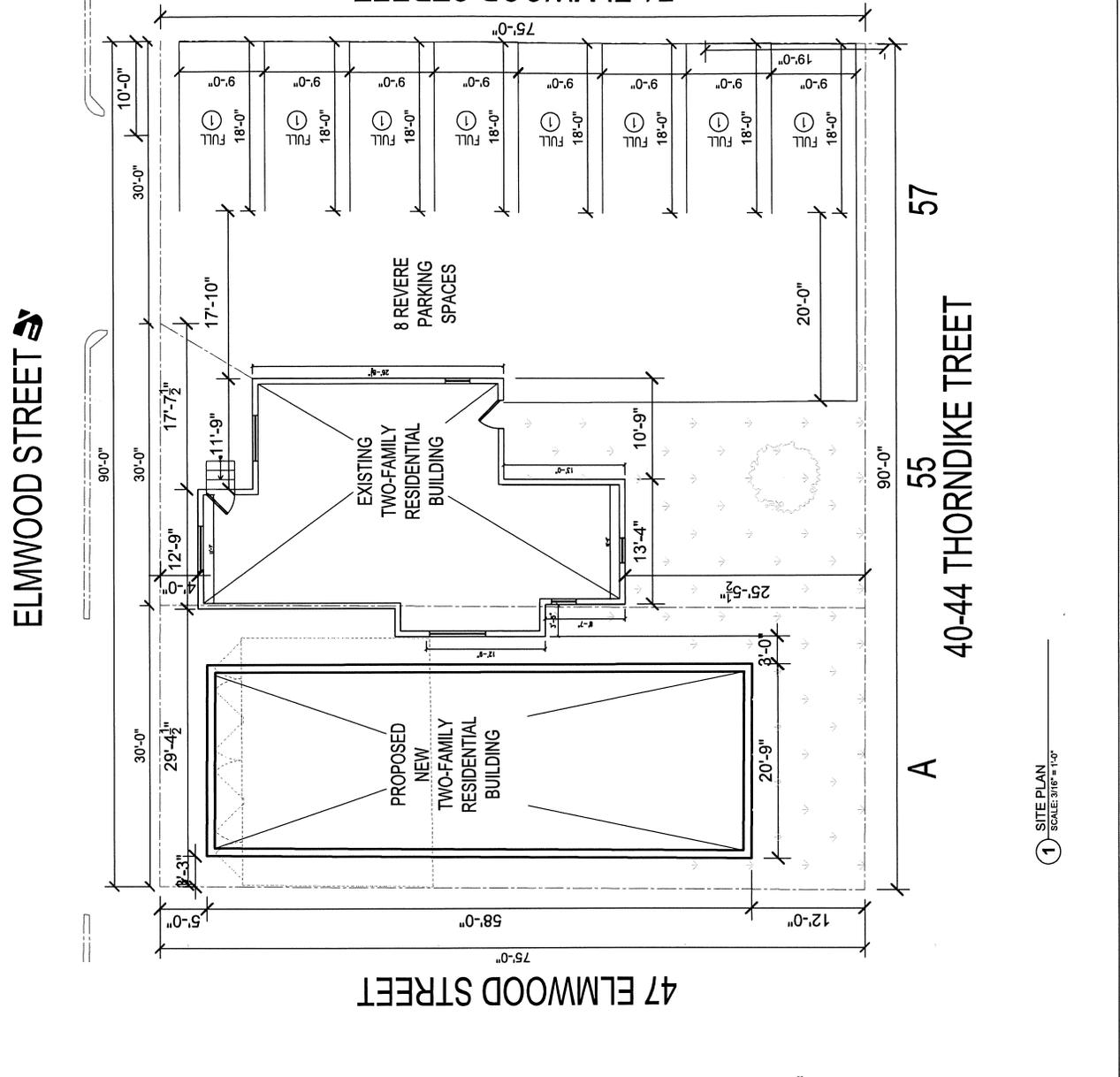
*[Handwritten mark]*

EXHIBIT – B



55 Elmwood st  
 BOSTON, MA 02111  
 context  
 a collaborative design workshop  
 200 Park Street, Boston, MA 02114  
 (617) 222-6070

PROJECT NO. 26-017  
 SHEET NO. A001  
 DATE 08/20/2026  
 DRAWN BY [Signature]  
 CHECKED BY [Signature]  
 SITE PLAN  
 SCALE: 3/16" = 1'-0"



ELMWOOD STREET

47 ELMWOOD STREET

71 ELMWOOD STREET

55 40-44 THORNDIKE TREET

57

A

1 SITE PLAN  
 SCALE: 3/16" = 1'-0"

**SCOPE OF WORK**  
 EXISTING RESIDENTIAL TWO-FAMILY BUILDING TO BE RENOVATED WITH FOUR RESIDENTIAL UNITS TOTAL AND FOUR PARKING SPACES. BUILDING WILL NOT HAVE AN ELEVATOR. BUILDING WILL BE FULLY SPRINKLERED.

**CODE ANALYSIS**  
 OCCUPANCY TYPE: RESIDENTIAL (R-2)  
 CONSTRUCTION TYPE: 3, 5  
 ZONE: RB

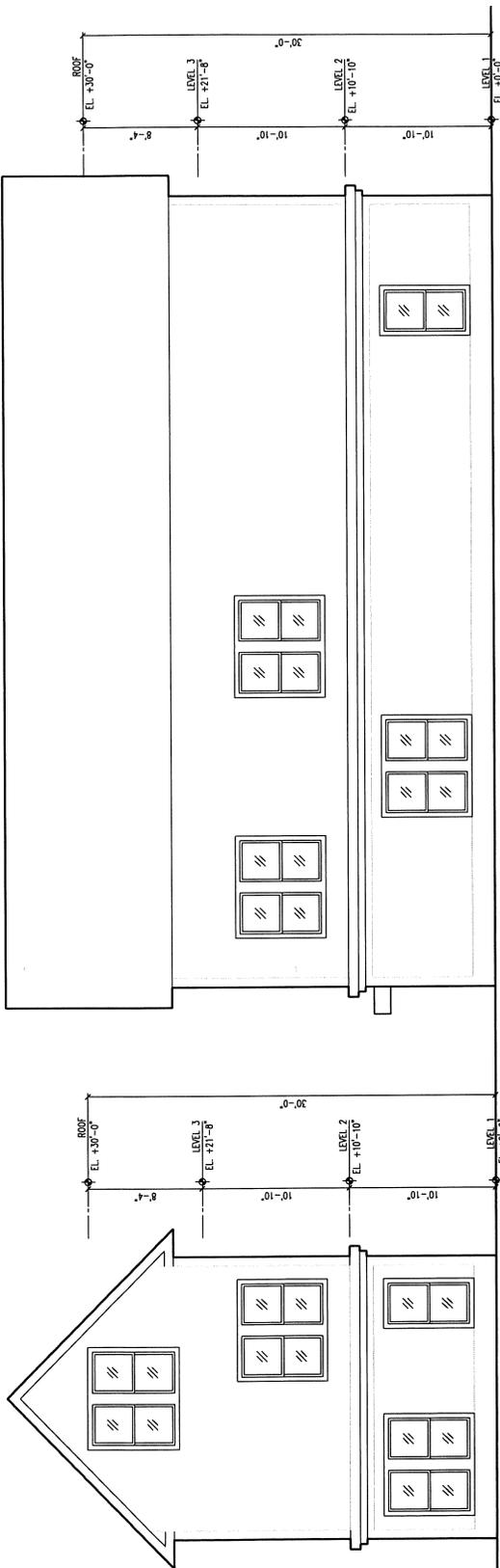
ZONING ANALYSIS	ZONE	EXISTING LOT A	PROPOSED LOT A
MINIMUM SQ. FT.	8,000	2,250	2,250
LOT AREA FRONTAGE (FT.)	80	30	30
FRONT SETBACK (FT.)	20	8'-6"	5'-0"
SIDE SETBACK (FT.)	20	0'-0"	3'-0"
REAR SETBACK (FT.)	30	46'-0"	12'-0"
USABLE OPEN SPACE (% OF TOTAL AREA)	30	76.4%	44%
MAX. PRINCIPAL BUILDING COVERAGE (%)	30	23.6%	53.6%
MAX. HEIGHT (FT.)	35	9'-3"	30'-0"
MAX. STORES	2 1/2	2.5	2.5
MAX. FENCE HEIGHT (FT.)	6	6	6



55 Elmwood st  
 Boston, MA 02111

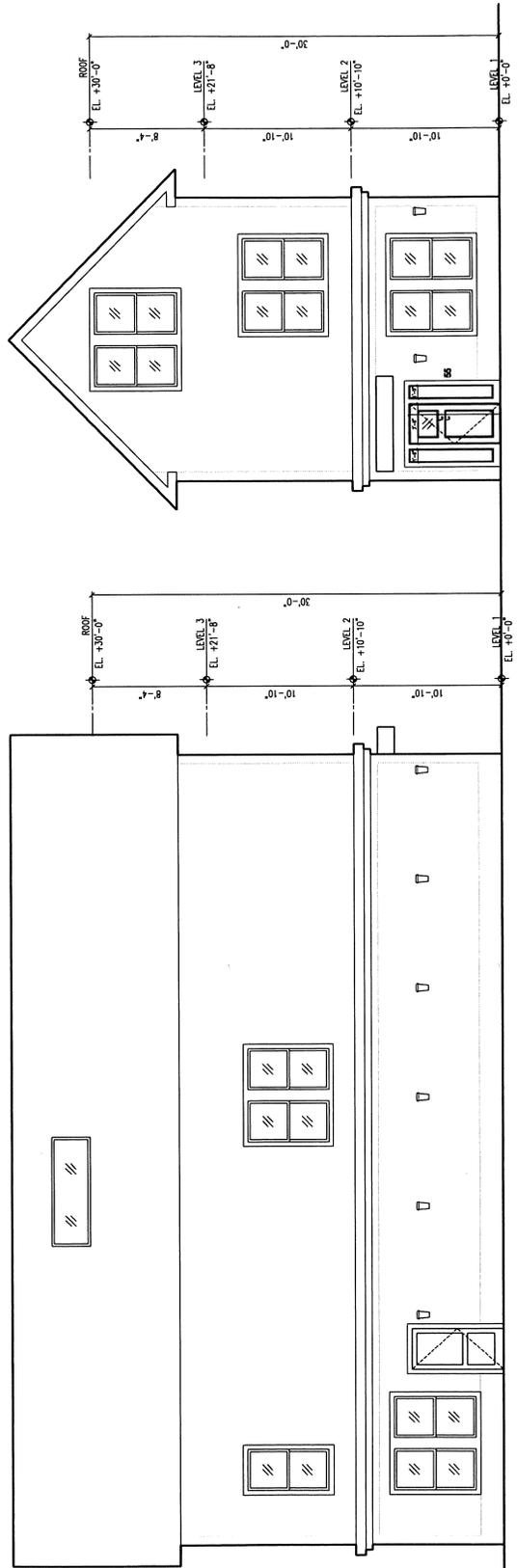
PROJECT:  
 context  
 a collaborative design workshop  
 200 Portland Street, Boston, MA 02114  
 (617) 232-8079

**SHEET NOTES**  
 1. INDICATION MARKERS  
 AT TOP OF FINISHED  
 FLOOR  
 2. A.F.F. = SILL ELEVATION  
 FROM FINISHED  
 FLOOR  
 3. MATERIAL DIMENSIONS  
 SUGGEST NOMINAL  
 SIZE; REFER TO  
 MANUFACTURER FOR  
 EXACT DIMENSIONS



4 EAST ELEVATION  
 SCALE: 1/4" = 1'-0"

3 SOUTH ELEVATION  
 SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
 SCALE: 1/4" = 1'-0"

1 ELMWOOD ST ELEVATION  
 SCALE: 1/4" = 1'-0"

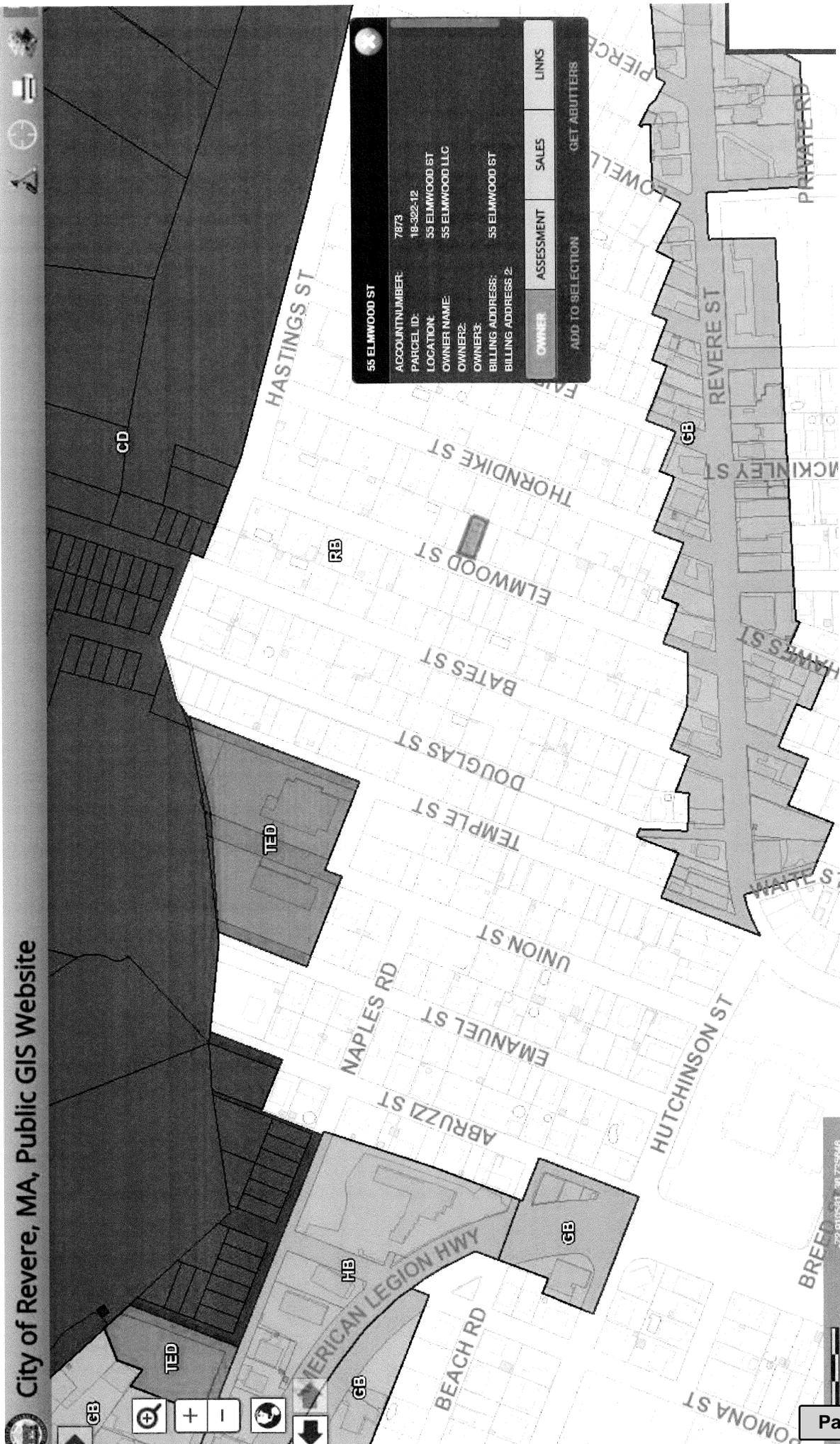


NO.	DATE	BY	REVISION

ELEVATIONS

A201

EXHIBIT – C



55 ELMWOOD ST			
ACCOUNT NUMBER:	7873		
PARCEL ID:	18-322-12		
LOCATION:	55 ELMWOOD ST		
OWNER NAME:	55 ELMWOOD LLC		
OWNER2:			
OWNER3:			
BILLING ADDRESS:	55 ELMWOOD ST		
BILLING ADDRESS 2:			
OWNER	ASSESSMENT	SALES	LINKS
ADD TO SELECTION		GET ABUTTERS	

EXHIBIT – D



**ELMWOOD ST**

ACCOUNTNUMBER: 7872  
 PARCEL ID: 18-322-11  
 LOCATION: ELMWOOD ST  
 OWNER NAME: KRAJA AHADIT  
 OWNERS:  
 BILLING ADDRESS: 500 GOVERNOR'S DR  
 BILLING ADDRESS 2: UNIT 2B

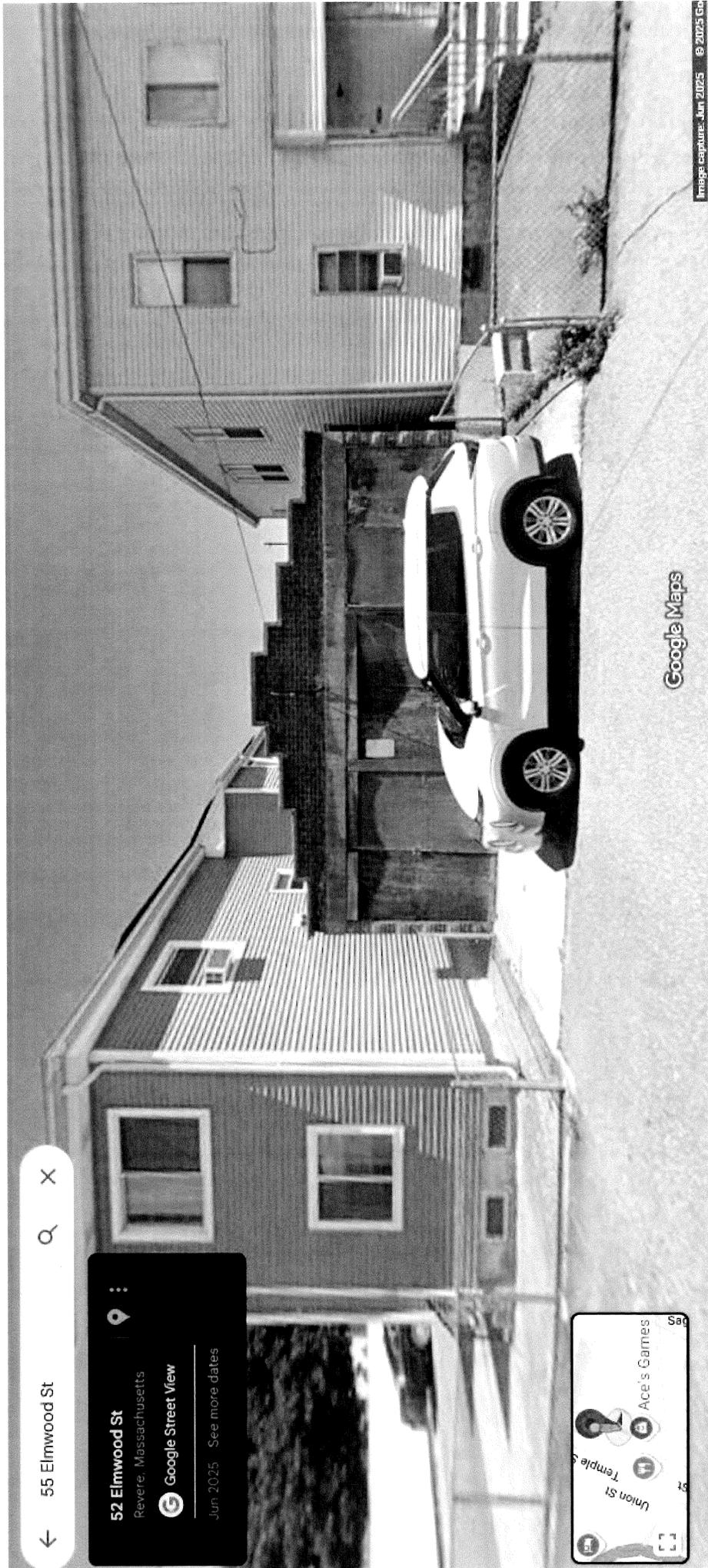
OWNER ASSESSMENT SALES LINKS

ADD TO SELECTION GET ABUTTERS



EXHIBIT – E

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)





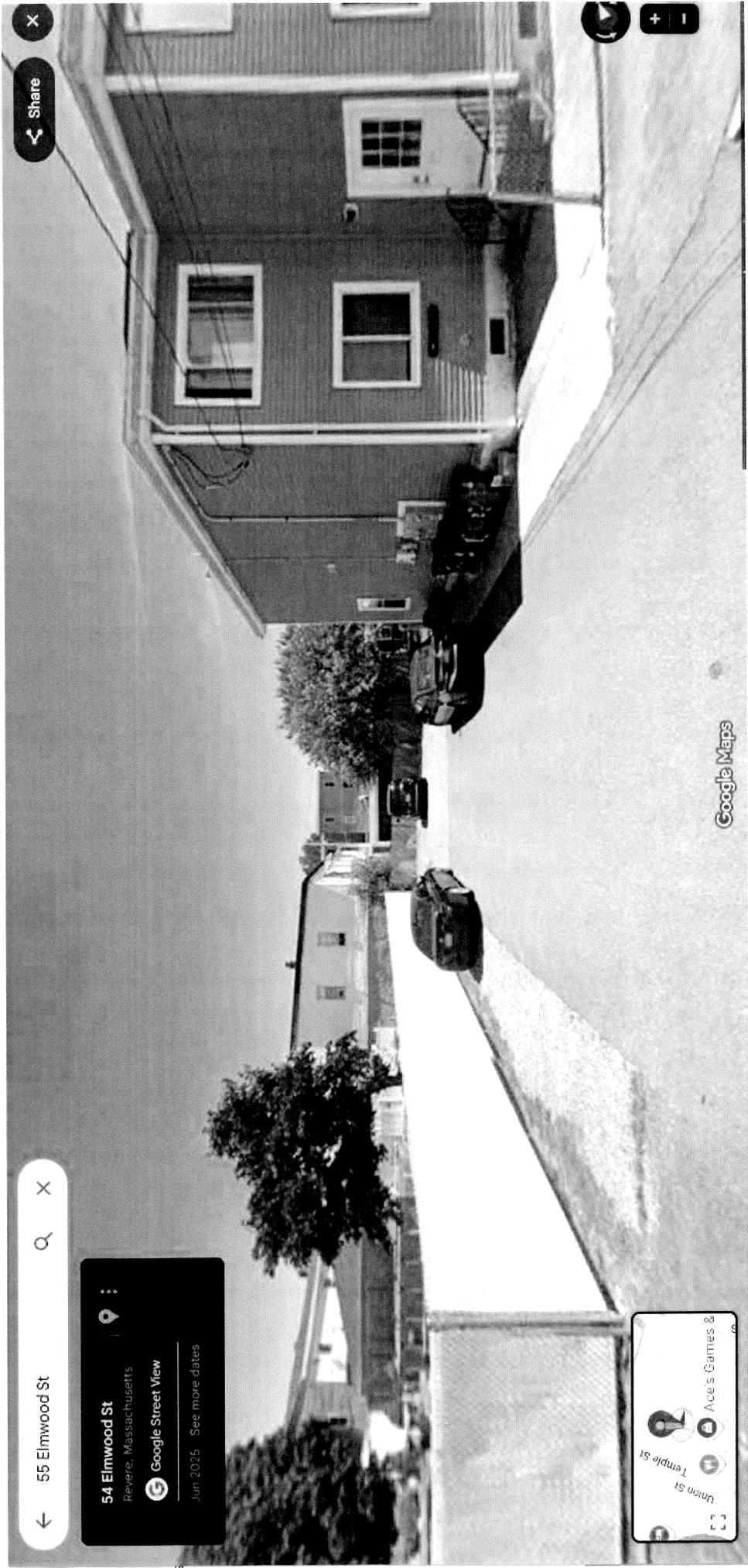


EXHIBIT – F

## Quinn O'Sullivan

---

**From:** fstringi@revere.org  
**Sent:** Monday, January 5, 2026 11:38 AM  
**To:** Quinn O'Sullivan; amelnik@revere.org; lcavagnaro@revere.org  
**Subject:** Application Review Comments

# CITY OF REVERE APPLICATION REVIEW

## City of Revere Site Plan Review Review Comments

---

**From:** Frank Stringi  
**Date:** January 05, 2026  
**Application #:** SPR25-000193  
**Address:** ELMWOOD ST  
**Description:** New Two-Family  
**Review Status:** Denied

Thank you for your recent permit application for New Two-Family. I have completed my initial review and my comments are listed below, you can view marked up plans on our [CLICK HERE TO VIEW YOUR APPLICATION](#). Please note that you may receive additional comments from other city departments as your application is reviewed. You can follow the progress of your application by clicking on the link to the online portal above and signing into your account.

**Reviewer:** Frank Stringi, Community Development, Denied

1. This plan has been denied for the following reasons: In accordance with Section 17.40.030, the reconstruction of a nonconforming structure (garage) and change to a two family use may only be allowed by special permit of the City Council.

*NOTE: If your application is marked "Resubmittal Required", you do not need to submit a new application. Log back into your account and edit either your Registration or Permit as requested in the comments.*

---

**Please do not reply to this automated email.** All resubmittals should be done using our online portal at [www.citizenserve.com/revere](http://www.citizenserve.com/revere) re-review. Furnishing the above requested information will help expedite the approval of your application.



??

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

# EXHIBIT – G



2019 00899238

Cert#: 136224 Bk: 677 Pg: 24

Doc: DED 10/04/2019 03:27 PM SF

ATTEST: Stephen J. Murphy, Register  
Suffolk County Registry of Deeds

**QUITCLAIM DEED**

I, Janice A. Magno, as Personal Representative of the Estate of Joseph A. Bevilacqua, late of Suffolk County, Massachusetts, Suffolk County Probate and Family Court Docket No. SU19P0815EA, by power of sale conferred by said will and by every other power and we, Louis P. Geoffrion and Janice A. Magno, Trustees of the Geoffrion-Magno Family Trust under Declaration of Trust dated March 9, 2012, evidenced by a Certification of Trust recorded ~~herewith~~, of Essex County, Massachusetts, for consideration paid and in full consideration of Four Hundred Eighty-Three Thousand and 00/100 (\$483,000.00) Dollars, hereby grant to 55 Elmwood LLC, a Massachusetts Limited Liability Company with a principal place of business located at 55 Elmwood Avenue, Revere, Massachusetts,

with **Quitclaim Covenants**

**PARCEL I (Registered Land)**

the land in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY: by Elmwood Street, thirty (30) feet;

NORTHEASTERLY: by land now or formerly of Joseph Vesce, seventy-five (75) feet;

SOUTHEASTERLY: by said Vesce land, thirty (30) feet; and

SOUTHWESTERLY: by land now or formerly of Carlo Moschella, seventy-five (75) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Whitman & Howard, Civil Engineers, dated July 30, 1908, as approved by the Court, filed in the Land Registration Office as plan No. 2205-A, a copy of a portion of which is filed with Certificate of Title No. 2144, shown as Lot B.

MASSACHUSETTS EXCISE TAX  
Suffolk County District ROD # 001  
Date: 10/04/2019 03:27 PM  
Cit# 194956 14176 Doc# 00899238  
Fee: \$2,202.48 Cons: \$483,000.00

REGISTERED LAND 57 Elmwood St, Revere MA

REGISTERED LAND

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

The above described land is subject to the reservation set forth in a deed given by Albert D. Bosson to Margaret I. Graham dated August 27, 1890, recorded with the Suffolk Deeds Book 1953, Page 442.

I, Janice A. Magno, as Personal Representative, the Grantor herein, under the penalties of perjury state that this is not homestead property for me and that no other person is entitled to claim the benefit of and estate of homestead.

For title reference see Certificate of Title No. 95582. See also Suffolk County Probate and Family Docket No. SU19P0815EA.

**PARCEL II (Recorded Land)**

that certain parcel of land with the buildings and improvements thereon situated in Revere, Suffolk County, Massachusetts, being shown as Lot 32 on a plan by Joseph R. Carr, dated May 1, 1899 and recorded with Suffolk Deeds at end of Book 1877 and bounded and described as follows:

NORTHWESTERLY: by Elmwood Street, thirty (30) feet;

NORTHEASTERLY: by Lot 34 as shown on said plan, seventy-five (75) feet;

SOUTHEASTERLY: by Lot 31 as shown on said plan, thirty (30) feet; and

SOUTHWESTERLY: by Lot 30 as shown on said plan, seventy-five (75) feet.

Containing 2250 square feet of land more or less according to said plan.

For title reference see deed recorded at Book 59846, Page 286.

Executed as a sealed instrument this 12<sup>th</sup> day of August, 2019.

8/13/19  
APPROVED FOR REGISTRATION  
BY THE COURT  
Ms. A. Bell  
TITLE EXAMINER

ESTATE OF JOSEPH A. BEVILACQUA

Janice A. Magno  
Janice A. Magno, Personal Representative

as the fiduciary authority  
re Parcel 1, Register herewith

GEOFFRION-MAGNO FAMILY TRUST

Death CTF + Affid of No Drove  
re: Edith Bevilacqua  
Edith J. Bevilacqua

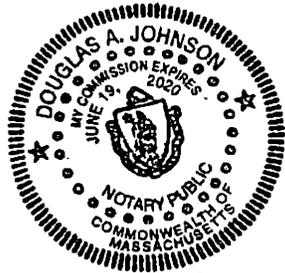
Louis P. Geoffrion, Trustee  
Louis P. Geoffrion, Trustee

Janice A. Magno Trustee  
Janice A. Magno, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss

On this 12<sup>th</sup> day of August, 2019, before me, the undersigned notary public, personally appeared Janice A. Magno, as Personal Representative, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, and swore or affirmed to me that all statements made herein concerning occupancy are true, accurate and complete.



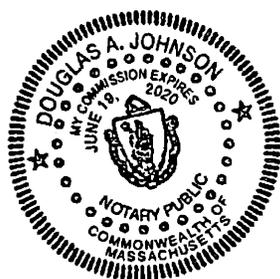
Douglas A. Johnson  
Notary Public: Douglas A. Johnson  
My commission expires: 6/19/2020

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss

On this 12<sup>th</sup> day of August, 2019, before me, the undersigned notary public, personally appeared Louis P. Geoffrion and Janice A. Magno, as Trustees of the Geoffrion-Magno Family Trust, proved to me through satisfactory evidence of identification, which were driver's licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as Trustees of said Trust for its stated purpose.



*[Signature]*  
Notary Public: Douglas A. Johnson  
My commission expires: 6/19/2020

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)

899238

**REGISTERED LAND**

DOC No: 00899238

SUFFOLK LAND COURT  
REGISTRY DISTRICT

\*\* RECEIVED FOR REGISTRATION \*\*

UN: OCT 04, 2019 at 03:27P

Document Fee: 125.00 Rec Total: \$2,692.49

CERTIFICATE No: 136224 BK 00677 PG 24

ALSO NOTED ON: CERT 95582 BK 473 PG 182

Attested hereto



Stephen J. Murphy  
Asst. Recorder of Land Court

899238

6.a



**REGISTERED LAND**

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)



Brian M. Arrigo  
Mayor

# The City of REVERE, MASSACHUSETTS

BOARD OF ASSESSORS  
Andrew A. Iovanna  
John J. Verrengio  
Dana E. Brangiforte

*Kraja*

## Request for Abutters List

Date: Dec. 10, 2025

Property Location: Lot A Elmwood Street

Map: 18      Block: 322      Parcel: 11

Property Owner: Ardit Kraja

Is request for special permit or variance? YES  NO

If yes than 300Ft is required distance. If no, than please indicate requested distance below.

Requested Distance:

\_\_\_\_\_ FT

Fee: \$80.00

Please make checks payable to City of Revere

Requester Information:

Name: Quinn O'Sullivan D'Ambrosio LLP

Address: 14 Proctor Ave

Revere, MA 02151

Telephone: 617-720-5657

Attachment: C2603.ElmwoodStreetRevisedFiling01072026 (26-017 : Special Permit C-26-03, Elmwood Street)



41 THORNDIKE ST A 18-319-13B-A  
LUC: 102  
NGUYEN ANH  
41 THORNDIKE ST  
UNIT A  
REVERE, MA 02151

41 THORNDIKE ST B 18-319-13B-B  
LUC: 102  
RAMIREZ NESTOR  
CARO BEATREZ  
41 THORNDIKE ST  
UNIT B  
Revere, MA 02151  
53 THORNDIKE ST 18-319-15A  
LUC: 105

RLS REALTY INVESTMENT LLC  
301 NEWBURY ST  
#313  
DANVERS, MA 01923

47 ELMWOOD ST 18-322-10  
LUC: 104  
LICCIARDI FAMILY REALTY TRUST  
LICCIARDI FRANK  
40 THORNDIKE ST  
REVERE, MA 02151

ELMWOOD ST 18-322-11  
LUC: 931  
KRAJA ARDIT  
500 GOVERNOR'S DR  
UNIT 28  
WINTHROP, MA 02152

55 ELMWOOD ST 18-322-12  
LUC: 104  
55 ELMWOOD LLC  
55 ELMWOOD ST  
REVERE, MA 02151

ELMWOOD ST 18-322-13  
LUC: 132  
55 ELMWOOD LLC  
55 ELMWOOD ST  
REVERE, MA 02151

ELMWOOD ST 18-322-14  
LUC: 132  
OTOLO DANIELLE  
71 ELMWOOD ST  
REVERE, MA 02151

52 THORNDIKE ST 18-322-27  
LUC: 105  
LEMUS MIGUEL A  
52 THORNDIKE ST  
Revere, MA 02151

44 THORNDIKE ST 18-322-28  
LUC: 101  
DEBLAS JAQUELINE  
44 THORNDIKE ST  
REVERE, MA 02151

40 THORNDIKE ST 18-322-29  
LUC: 104  
LICCIARDI REALTY TRUST  
LICCIARDI FRANK A TRUSTEE  
40 THORNDIKE ST  
REVERE, MA 02151

34 THORNDIKE ST 18-322-31A  
LUC: 105  
ZENG TINGHUI  
172 OLD FARM RD  
MILTON, MA 02186

30 THORNDIKE ST 18-322-32A  
LUC: 101  
SIMMS JUANITA C  
30 THORNDIKE ST  
REVERE, MA 02151

24 THORNDIKE ST 18-322-33  
LUC: 101  
DEVEDZIC MIRSDAD  
DEVEDZIC ZEHRA  
24 THORNDIKE ST  
REVERE, MA 02151

33 ELMWOOD ST 18-322-9  
LUC: 101  
KRAJA ARDIT  
GOLEMI ADMIR  
33 ELMWOOD ST  
REVERE, MA 02151

52 ELMWOOD ST 18-323-10  
LUC: 104  
50-52 ELMWOOD STREET REALTY TR  
NAZZARO ANGELINA CO-TRUSTEE  
50 ELMWOOD ST  
REVERE, MA 02151

48 ELMWOOD ST 18-323-11  
LUC: 104  
BURKE WILLIAM R  
BURKE SUSAN A  
48 ELMWOOD ST  
REVERE, MA 02151

44 ELMWOOD ST 18-323-12  
LUC: 104  
MEDINA RUBEN D  
MARTINEZ LINA M  
44 ELMWOOD ST  
REVERE, MA 02151

42 ELMWOOD ST 18-323-13  
LUC: 104  
MATTHEWS FAMILY TRUST  
MATTHEWS REGINA M TRUSTEE  
6 BLACKBERRY LN  
ANDOVER, MA 01810

45 BATES ST 18-323-30  
LUC: 101  
SQUILLACIOTI GLEN  
SQUILLACIOTI STACEY  
45 BATES ST  
REVERE, MA 02151

BATES ST 18-323-31  
LUC: 132  
BURKE WILLIAM R  
BURKE SUSAN A  
48 ELMWOOD ST  
REVERE, MA 02151

55 BATES ST 18-323-32  
LUC: 101  
GERHARD MARIE L LIFE ESTATE  
M L GERHARD TRUST REMAINDERMAN  
55 BATES ST  
REVERE, MA 02151

57 BATES ST 18-323-33  
LUC: 105  
VIVIANO MAUREEN R  
CONSTANT MURRAY  
57 BATES ST  
REVERE, MA 02151

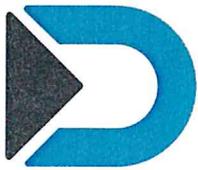
62 ELMWOOD ST 18-323-8  
LUC: 104  
ARGUETA ESDRAS ARGUETA  
ARGUETA CARLOS  
62 ELMWOOD ST  
REVERE, MA 02151

54 ELMWOOD ST 18-323-9  
LUC: 104  
DILDAY NATHAN  
54 ELMWOOD ST  
REVERE, MA 02151

56 BATES ST 18-324-46  
LUC: 101  
TEMPLEHOF ANN  
56 BATES ST  
Revere, MA 02151

52 BATES ST 18-324-47A  
LUC: 101  
MCGRATH LOIS E  
11 LAWSON AVE  
REVERE, MA 02151

THIS IS A TRUE & ATTESTED  
COPY OF THE RECORDS OF THE  
ASSESSOR'S OFFICE OF THE  
CITY OF REVERE  
*Susan Shaffer*  
DATE: 12-12-25



January 16, 2026

**Via Electronic and Hand Delivery**

Anthony T. Zambuto, President  
Revere City Council  
City of Revere  
281 Broadway  
Revere, MA 02151

**Re: Special Permit for Two-Family Home at Unnumbered Elmwood Street Lot  
(PID: 18-322-11)**

Dear President Zambuto and Councilors,

Please be advised that I represent Mr. Ardit Kraja, owner of the unnumbered Elmwood Street lot with City of Revere Parcel ID: 18-322-11 (the “**Property**”), as to zoning and permitting relative to the construction of a two-family dwelling on the Property. I am writing to reiterate and clarify the relief requested by Mr. Kraja, a City of Revere resident.

Mr. Kraja seeks to alter, extend and reconstruct a pre-existing nonconforming private garage on the Property to convert the Property to residential use (the “**Project**”). The Property currently contains an aged and dilapidated single-story private garage, which is misaligned with the residential character of the surrounding neighborhood. The Project plans to revitalize the Property by reconstructing the aging garage into a new two-family dwelling. Four (4) off-street parking spaces will be provided via easement on a nearby unnumbered Elmwood Street lot, identified by City of Revere Parcel ID: 18-322-13, which is located approximately thirty (30) feet away. Please see the Project plans attached hereto as Exhibit A for more details. The proposed two-family residential use is allowed as of right in the Residence B (“**RB**”) zoning district where the Property is located. Reconstruction and alteration for a substantially different purpose of a pre-existing nonconforming structure is allowed by special permit of the Revere City Council pursuant to REVERE, MASS., REV. ORDINANCES (“**Revere Zoning Ordinances**”), ch. 17, § 17.40.030 (2025) and MASS. GEN. LAWS ch. 40A, § 6. Accordingly, the Applicant has petitioned the Revere City Council for the necessary zoning relief to allow this beneficial residential Project to proceed to construction.

Attachment: Elmwood St - DLLLP Support Letter 1.16 (26-017 : Special Permit C-26-03, Elmwood Street)

City Council President Zambuto  
 Elmwood Street: Special Permit  
 January 16, 2025

**I. The Project Revitalizes an Underutilized Parcel into an Attractive, Two-Family Residential Structure to the Benefit of the Surrounding Neighborhood.**

Pursuant to the Revere Zoning Ordinances, § 17.40.030, a pre-existing nonconforming structure may be reconstructed, extended, structurally changed, or altered to provide for a substantially different purpose by special permit of the Revere City Council upon a finding that the reconstruction, extension, alteration or change will not be substantially more detrimental than the existing nonconforming structure to the neighborhood. Further, under the Revere Zoning Ordinances, “any increase of an existing nonconformity, or the creation of a new nonconformity” requires only a special permit pursuant to Revere Zoning Ordinances, § 17.40.030(B). The proposed reconstruction of the dilapidated private garage into a modest, new two-family dwelling, rather than being detrimental to the neighborhood, will substantially benefit the neighborhood. The proposed two and one half story residential structure is more consistent with the neighborhood character, is of similar size and scale to other two-family residences along Elmwood Street and will greatly improve conditions at the Property. Accordingly, due to these benefits, the preexisting nonconforming garage structure may be reconstructed in accordance with Revere Zoning Ordinances, § 17.40.030.

**A. The Project Will Benefit the Neighborhood by Providing Additional Housing, Increasing Neighborhood Aesthetics, and Revitalize an Underutilized Parcel.**

The proposed two-family, residential use is far more consistent with the character of the neighborhood than a private garage, such that the reconstruction which provides for this change of use will benefit the neighborhood. Two-family use within the proposed, modest, two- and one-half story structure is consistent with other two-family residences in both size and scope in the immediate neighborhood and will improve conditions at the Property. Massachusetts courts have supported the grant of zoning relief to allow a change from a commercial use to a residential use where such residential use was more consistent with neighboring uses. See, Arlander v. Jagolta, 2022 Mass. App. Unpub. LEXIS 660 at \*5 (Mass. App. Ct. October 2022). Further, Massachusetts courts have also upheld the granting of a special permit based upon a finding that a proposed development was not detrimental to the neighborhood where the development was similar to neighboring properties in terms of “size, scope, and design.” See, Buckland v. Conover, 15-MISC-000487 (AHS), 2017 Mass. LCR LEXIS 11, at \*25 (Mass. Land Ct. Jan. 13, 2017). Specifically, neighboring properties consist of other two-story houses with minimal setbacks, such that the proposed structure is consistent with the surrounding neighborhood. Further, the proposed two-family structure will reduce nonconformities in setbacks, creating additional space between the new structure and neighboring properties. This reduction in setback nonconformities, and the provision of sufficient parking spaces on a nearby lot, result in the Project having minimal, if any, impacts on the neighborhood. Special permits which have minimal impact on the surrounding neighborhood have been affirmed by Massachusetts Courts. See, Giurleo v. McCusker, 18 Land. Ct. Rep. 197, 201 (Mass. Land Ct. 2010) (affirming special permit grant where there was little to no impact on the neighborhood) *aff’d sub. nom. Giurleo v. Zoning Bd. of Appeals*, 79 Mass. App. Ct. 1108 (2011). As such, the neighborhood will benefit from increased consistency of use, adding a similar residential structure, in place of an aging, private garage.

Overall, the Project will greatly enhance the aesthetics of the parcel and remove a dilapidated, run-down structure which starkly stands out amidst the residences along Elmwood Street. In place of viewing the unsightly garage, neighbors will benefit from the view of a new, aesthetically

City Council President Zambuto  
 Elmwood Street: Special Permit  
 January 16, 2025

pleasing residential structure. Massachusetts Courts have affirmed special permits which were based on factors including aesthetics. See, Gottfried v. Betron, 25 Land Ct. Report. 1, 13 (Mass. Land Ct. 2017) (affirming grant of special permit to reconstruct nonconforming structure based on many benefits, including, a more aesthetically pleasing building). Accordingly, the City Council may grant the special permit based on the Project's many benefits, including the aesthetic improvements.

**B. The Special Permit Should be Granted Because the Project Furthers the Goals of the Revere Zoning Ordinance.**

The Project furthers the enumerated goals of the Revere Zoning Ordinances, specifically "to encourage housing for persons of all income levels, to facilitate provision of transportation...to conserve the value of land and buildings...[and] to encourage the most appropriate use of land throughout the city..." See, Revere Zoning Ordinances, § 17.04.010. First, the Project will create two (2) new housing units in the City of Revere, which increases the overall housing supply of Revere, furthering the goal of providing housing. New unit such as these are desperately needed amidst the current housing crisis. See, "A Home For Everyone: Executive Summary," Executive Office of Housing and Livable Communities, Web. (Last accessed 12 Jan 2026) (noting Massachusetts is in a housing crisis). Second, the existing private garage structure is aged and dilapidated, and as such the Applicant's investment into the parcel will conserve the value of the land by revitalizing it. Third, the Project will be a significant improvement aesthetically over the existing aging garage and will prevent further blight by removing the unsightly structure from neighbors' view. See, Gottfried v. Betron, 25 Land Ct. Report., *supra*, at 13. As such, the Project furthers the goals of the Revere Zoning Ordinances in multiple ways, such that the Project will benefit the neighborhood and improve conditions over the existing garage. As such, the City of Revere City Council has ample ground to grant the requested special permits.

Additionally, the project is expected to have minimal traffic and parking impacts, if any. The Project provides the required number of parking spaces for a two-family dwelling by via easement on a nearby unnumbered Elmwood Street lot, directly adjacent to the Property's northern neighbor. In addition to providing sufficient parking, the reconstruction to permit residential use is appropriate at the Project because the Property is near public transit. As such, residential development is a far more appropriate use of the Property than private garage use and the proposed reconstruction is highly desirable. Specifically, the Property is located within a half-mile radius of the Wonderland MBTA Blue Line Station, such that the creation of a two-family dwelling is appropriate and beneficial. Wonderland Station is less than a twenty (20) minute walk and easily accessible from the Property by MBTA bus. The proposed reconstruction is better aligned with policy goals amidst the ongoing housing crisis and state transit-oriented housing goals. Therefore, there is substantial benefit the public good, providing substantial grounds for the grant of a special permit.

In summary, the Project will fit seamlessly into the two-family residential character of the neighborhood and will provide a new, modern two-family dwelling on an underutilized lot within a half mile of Wonderland MBTA Station. The Proposed two-family dwelling will benefit the neighborhood with increased aesthetics and the City with additional housing options such that it will improve the public good. As such, the Revere City Council should award the special permit to allow the Project to proceed to construction.

City Council President Zambuto  
Elmwood Street: Special Permit  
January 16, 2025

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions that you may have.

Very truly yours,



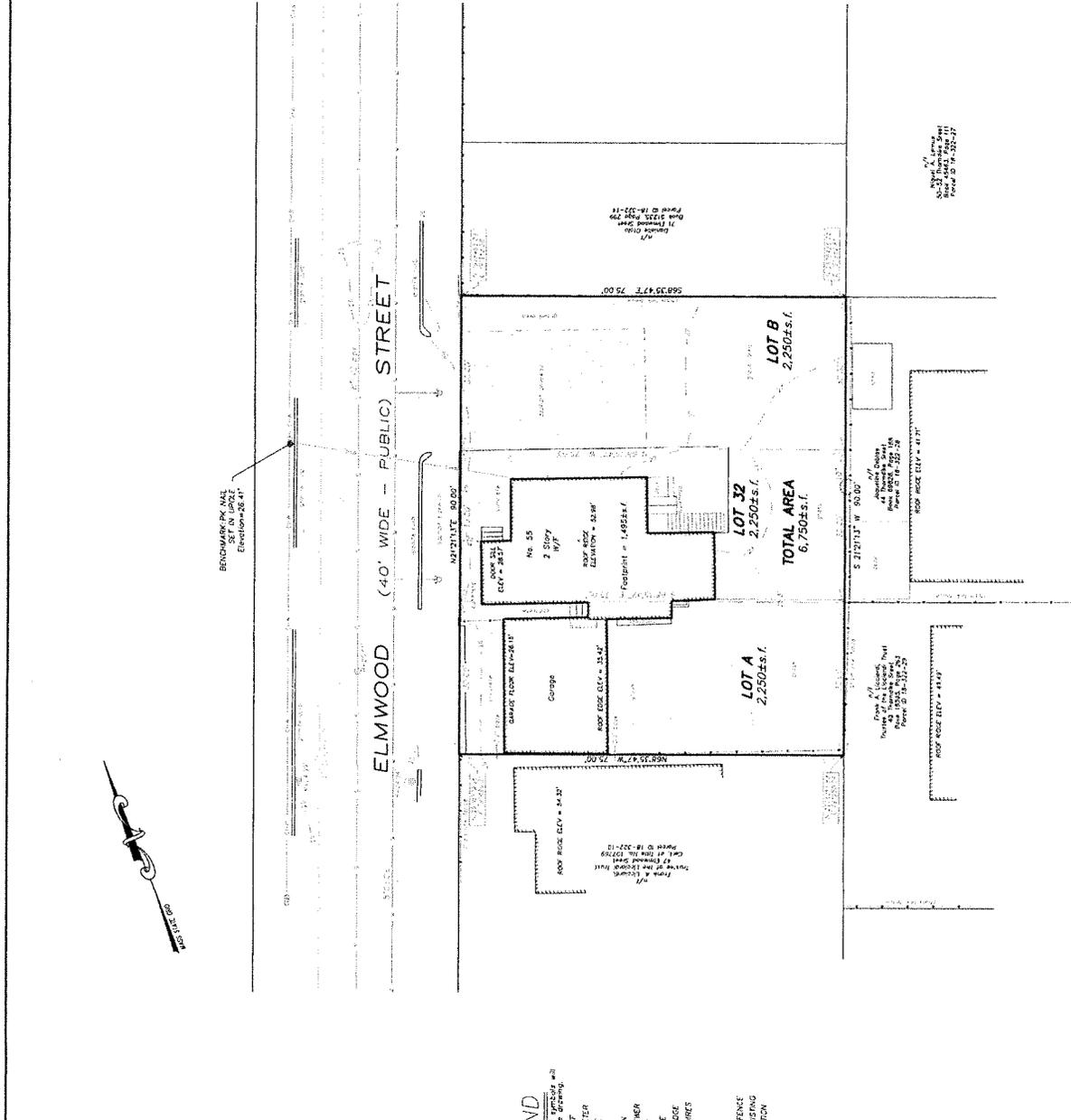
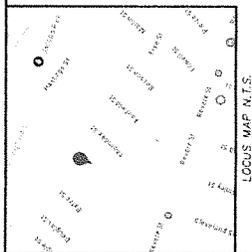
Gerry D'Ambrosio

Enclosures

Attachment: Elmwood St - DLLLLP Support Letter 1.16 (26-017 : Special Permit C-26-03, Elmwood Street)

EXHIBIT – A

Attachment: Elmwood St - DLLLP Support Letter 1.16 (26-017 : Special Permit C-26-03, Elmwood Street)



**GENERAL NOTES**

Owner of Record: Ardit Kraja  
500 Governor's Dr., Unit 28, Welling, MA 02152

Deed Reference: Cert. of Title No. 140726  
Book 1973, Page 21  
For Map Reference: Record ID: 18-132-11

Owner of Record: 55 Elmwood LLC  
55 Elmwood LLC  
1000 Elmwood St., Welling, MA 02151

Deed Reference: Book 1973, Page 21  
Cert. of Title No. 140726  
Book 1973, Page 21  
For Map Reference: Record ID: 18-132-11 & 18-132-11-1

Deed Reference: MA0388

The record shows that this survey lies within a Zone "C" as delineated on the First Insurance Rate Map No. 260355030361, dated 3-18-2016, in which the property is located.

I, hereby certify that this plan is based on an actual field survey by Ardit Kraja, Inc., Land Surveyor on 3-12-2025

David A. Dwyer, Jr., PLS  
Professional Land Surveyor No. 46707  
dwyer@ddltdwyer.com

**CURRENT DIMENSIONAL AND DENSITY REGULATIONS**  
THE ENTIRE SITE IS LOCATED IN THE ZONING DISTRICT:

OR PERM	REQUIRED	EXISTING
MINIMUM FRONT YARD (FT.)	20'	4'
MINIMUM SIDE YARD (FT.)	20'	0'
MINIMUM REAR YARD (FT.)	20'	23.3'
MINIMUM BUILDING AREA (SQ)	200	228

The zoning information specified herein is from the latest Zoning Ordinance of the Municipality and, as such, is for reference purposes only. The surveyor further does not warrant that the underground utility lines shown on this plan are correct. The surveyor is not responsible for the accuracy of the information on this plan and other factors such as zoning, building orientation, easements, and other factors may affect the utility lines. The surveyor is not responsible for the application of the zoning ordinance.

**GENERAL UTILITY NOTE**

The underground utility depicts herein are from field locations of observable evidence and/or compiled according to available records and are not guaranteed to be correct. The surveyor is not responsible for the accuracy of the information on this plan and other factors such as zoning, building orientation, easements, and other factors may affect the utility lines. The surveyor is not responsible for the application of the zoning ordinance.

**EXISTING CONDITIONS**

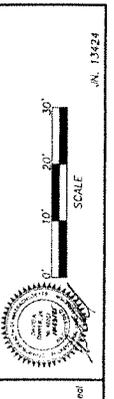
PLAN OF LAND

**55-57 ELMWOOD STREET**  
REVERE, MASS. 02151

PREPARED FOR  
**ARDIT KRAJA**  
BY  
**OTTE & DWYER, INC.**  
LAND SURVEYORS

1000 ELMWOOD STREET  
WELLING, MA 02151  
(781)223-9155  
SCALE: 1" = 10'

REV: 10/21/25 ADD INTERIOR LOT LINES AND DIMENSIONS



This map or plat is not valid without the seal and signature of the responsible surveyor.

JUN. 13, 2024





55 Elmwood st  
Rivers, MA 02151

ARCH KIRA  
857.222-0760

**context**  
a collaborative design workshop  
300 Portland Street, Boston, MA 02114  
(617) 762-8469

**SHEET NOTES**

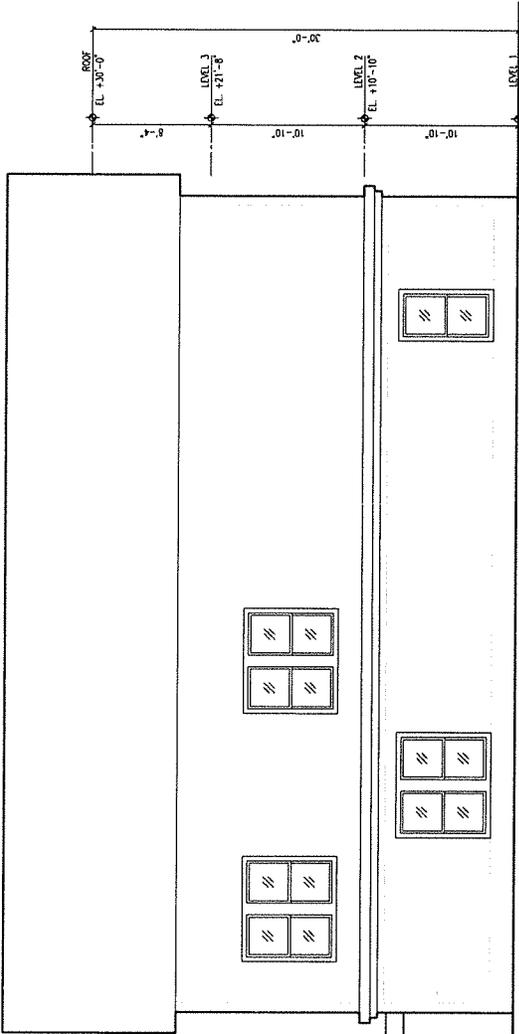
- 1. ELEVATION MARKERS INDICATE ELEVATION AT TOP OF FINISHED FLOOR
- 2. A.F.F. = SILL ELEVATION AWAY FROM FINISHED FLOOR
- 3. MATERIAL DIMENSIONS SUGGESTED NOMINAL SIZES UNLESS MANUFACTURER FOR EXACT DIMENSIONS



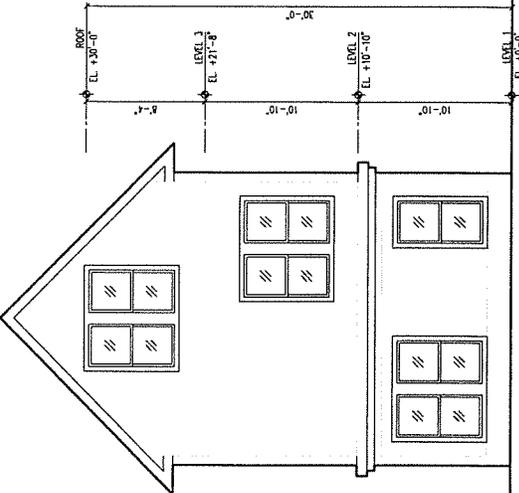
NO.	DATE	DESCRIPTION

ELEVATIONS

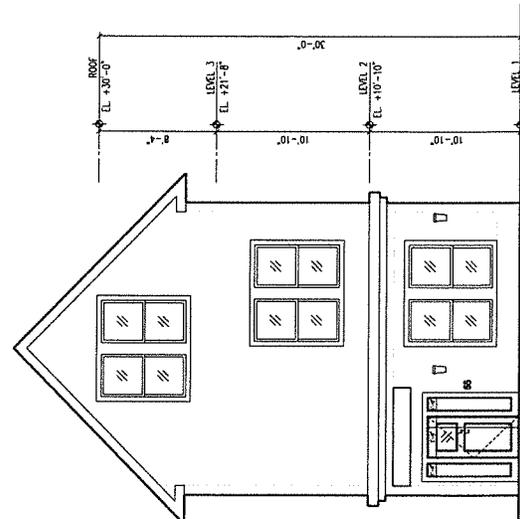
**A201**



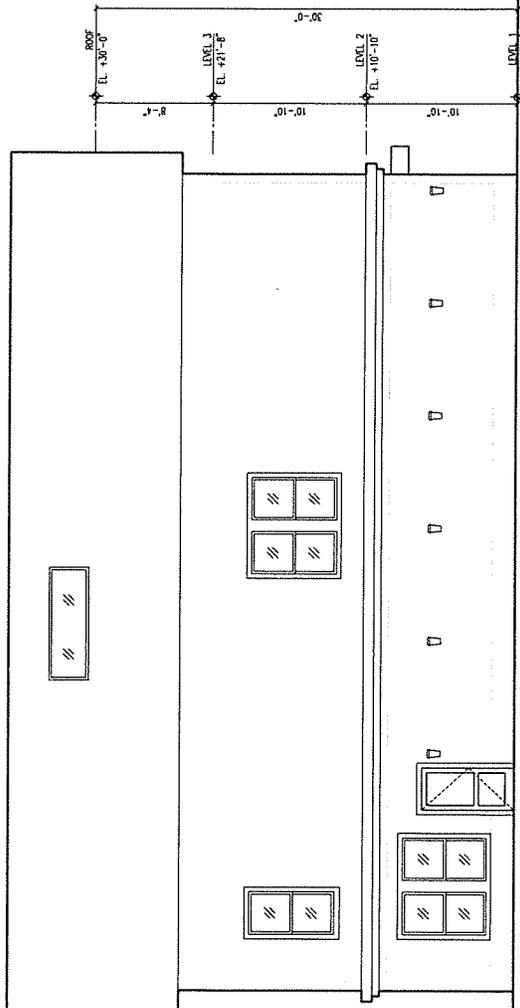
**3** SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



**4** EAST ELEVATION  
SCALE: 1/4" = 1'-0"



**1** ELMWOOD ST ELEVATION  
SCALE: 1/4" = 1'-0"



**2** NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

Liliana Martinez  
Revere, MA

Education:

Malden Catholic, Malden, MA  
Graduation year: 2026 Month: May  
GPA: 92.32%

Experience:

Employee - Revere Parks and Recreation, Revere, MA  
June 2023 - October 2025

- My first two years, I worked outside in the parks, camps, and on field trips
- This year I worked inside the office

Volunteering/ Leadership/ Extracurriculars

I help out at Immaculate Conception. I help at the sporting events and in the classrooms  
I have been captain of both the basketball team and the cross country team for the past two years.

I am part of the Morgan's Message club, Habitat for Humanity, and the Italian Club.

Achievements

All three years of high school, I have been on either the 1st honors roll or on the president's list.  
Being the MVP for the girls' outdoor track and field 2025 team, and the outstanding performance award in 2024 for track and field. Receiving the MC Lancer Award 2023-2024 basketball season.

In 2024 was one of seven nominated athletes represented MC at a MIAA sportsmanship summit at Gillette Stadium.

Last year, I was nominated to attend the Massachusetts Celebration of National Girls and Women in Sports Day.



## CITY OF REVERE

Patrick M. Keefe Jr.

Mayor

December 29, 2025

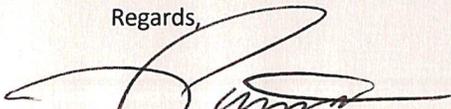
The Honorable Revere City Council  
Revere City Hall  
281 Broadway  
Revere, MA 02151

Dear Members of the Honorable Revere City Council,

I write to inform you of my appointment of Lily Martinez to the Parks and Recreation Commission, in accordance with Chapter 2.57.060 of the Revised Ordinances of the City of Revere. The terms of the commission members shall be coterminous with that of the Mayor.

Lily is a Revere resident and current student at Malden Catholic High School. She is a student athlete, community volunteer and Honor Roll student. I am confident that her perspectives will benefit this commission greatly.

Regards,



Patrick M. Keefe Jr.



# City of Revere

## CFO/City Auditor/Budget Director

281 Broadway  
 Revere, MA 02151  
 Tel: (781) 286-8131

**Richard Viscay**  
 CFO/City Auditor/Budget Director

January 21, 2026

Anthony Zambuto, City Council President  
 Revere City Hall  
 281 Broadway  
 Revere, MA 02151

RE: Table of Fees - Updated

Dear Council President Zambuto,

I am writing to request your approval of the attached updates to the Table of Fees, which is found in Revere Revised Ordinances § A.010.

Over the summer of 2025, this Council held a public hearing and approved the City's first update to the Table of Fees in many years. You'll recall that this Table serves as an organized location within the City's code for employees and residents alike to easily view most fees charged by the City. These fees are set by City departments and by Massachusetts General Laws. The updates before you today reflect minor corrections and additions which were unfortunately missed during last year's update. The following is a summary of the changes:

1. Addition of Fire Prevention fees provided by Lieutenant Erin Leary of the Revere Fire Department. These fees are not new to the Fire Department and are merely new as to their existence within the Table of Fees.
2. Name change: M.G.L. c. 148 license fees under the City Council were re-named so as to not cause confusion with the Revere Fire Prevention fees.
3. Corrections to Gas and Plumbing fees under the Department of Municipal Inspections. Mark Locke provided corrections to several categories of gas and plumbing fees.
4. Corrections to Department of Municipal Inspections fees. Michael Wells provided corrections to and additions of several categories of inspectional fees.
5. Correction to refundable deposit fee for use of temporary water meter. The Water and Sewer Department charges \$5,000.00 for the refundable deposit in order to cover the increased cost of water hydrants.

We hope this Council considers these amendments favorably as we continue to strive for transparency and efficiency for the City's residents and those seeking City services.

Best regards,

  
 Richard Viscay  
 CFO/City Auditor/Budget Director

Cc: Patrick M. Keefe Jr., Mayor  
 Claire Inzirello, Policy Writer and Analyst

Attachment: City Auditor Communication Ordinance Amending Table of Fees 01262026 (26-019 : Ordinance Amendment - Table of Fees)

**AN ORDINANCE FURTHER AMENDING THE TABLE OF FEES OF THE  
CITY OF REVERE**

*Be it ordained as follows:*

**SECTION 1.** Section A.010 of Appendix A of the Revere Revised Ordinances is hereby amended by deleting the Table in its entirety and inserting in place thereof the following new Table:

<b>Affidavit and correction of vital records</b>	\$75
Birth certificate, death certificate, and marriage certificate	
<b>Appeal to board of appeals under M.G.L. c. 40A</b>	<b>\$180</b>
Not inclusive of other charges associated with the processing of the appeal	
<b>Assessor's abutter's list</b>	\$80
<b>Auctioneer's permits</b>	
Annual permit, resident, under M.G.L. c. 100 s. 10	\$25
Special permit, non-resident, under M.G.L. c. 100 s. 10	\$50
Special permit, resident, under M.G.L. c. 100 s. 10	\$25
<b>Blasting bond fee under M.G.L. c. 148 s. 19 in connection with a permit to use an explosive in the blasting of rock or other substance</b>	\$2
<b>Building permit application fee</b>	
For single- or two-family dwelling	\$75
For three-family dwelling and above, and apartment buildings	\$100
<b>Building permit fees, residential</b>	
For renovations, additions, roofing, siding, pools, and/or accessory buildings for single- or two-family dwellings	\$15 per \$1,000

For new construction of single- or two-family dwelling	\$15 per \$1,000
For amendments to permit	\$100
<b>Building permit fees, commercial</b>	
For renovations of three-family dwelling and above or commercial	\$20 per \$1,000
For new construction of three-family and above or commercial	\$20 per \$1000
<b>Building, certificate of occupancy fee</b>	
Single-family dwelling, with building permit	\$100
Two-family dwelling, with building permit	\$150
Any dwelling without a building permit	\$200
Three-family dwelling	\$200
Dwelling containing more than three units	\$200 + \$10/unit
Non-residential certificate of occupancy	\$250
Certified copy of certificate of occupancy	\$200
Temporary certificate of occupancy	\$100/month
<b>Building, archive search fee</b>	\$15
<b>Building, sign permit fee</b>	\$250
<b>Building, plan review fee for single- and two-family dwellings</b>	
<b>Estimated Construction Value</b>	<b>Fee</b>
\$10,000-\$49,999	\$75
\$50,000	\$150
\$100,000	\$250
\$150,000	\$400
\$200,000	\$500
\$250,000-\$499,999	\$600
\$500,000+	\$750

<b>Building, plan review fee for three-family dwellings and above and commercial</b>	
<b>Estimated Construction Value</b>	<b>Fee</b>
\$20,000-\$49,999	\$200
\$50,000	\$250
\$100,000	\$300
\$150,000	\$600
\$200,000	\$1,500
\$250,000	\$2,000
\$300,000	\$2,500
\$400,000	\$3,000
\$500,000	\$3,500
\$501,000+	See Building Dept. website
<b>Building, reinspection fee</b>	\$150
<b>Building, work started before permit obtained</b>	Permit fee 3x
<b>Business name, fee for certificate or filing under M.G.L. c. 110 s. 5</b> Inclusive of notarization	\$40
<b>Business certificate discontinuance, withdrawal, or address change</b>	\$15
<b>City clerk, certification and copies of documents</b>	
Furnishing a certified copy of a birth certificate, death certificate, or marriage certificate	\$10/copy
Furnishing a copy of a document	\$0.05/page
Certifying a document	\$3/document
<b>Civil fingerprint application fee under M.G.L. c. 6 s. 175B1/2</b>	\$100
<b>City clerk, closing-out sale under M.G.L. c. 93 s. 28A.</b>	\$2/page
<b>Commissions of constables</b>	
Residents	\$450
Non-residents	\$750
<b>Dog license fees</b>	

Dog license fee under M.G.L. c. 140 s. 147, neutered or spayed dog	\$10
Dog license fee under M.G.L. c. 140 s. 147, any other dog	\$25
Any dog licensed after March 15th shall incur an additional late fee	\$15
No fee required for a dog specially trained to lead or serve a blind person if the Division of the Blind of the Commonwealth certifies that such a dog is so trained and actually in the service of a blind person	
Dog license tag replacement	\$5
<b>Dumpster permit fee in accordance with RRO 8.04.011</b>	\$75
<b>Electrical fees</b>	
Electrical permit application fee	\$50
New construction, renovations, or additions for a single- or two-family dwelling	\$5 per \$1,000
Temporary service, single- or two-family dwelling	\$65
Swimming pools	\$55
Siding, single- or two-family dwelling	\$55
Removal of illegal apartment in single- or two-family dwelling	\$75
Reinspection fee, single- or two-family dwelling	\$55
Demolition of structure	\$75
Security alarm systems	\$75
New construction, renovations, or additions for a three-family dwelling and above or commercial	\$10 per \$1,000
Temporary service, three-family dwelling and above or commercial	\$100
Removal of illegal apartment in three-family dwelling and above or commercial	\$75
Demolition of structure, three-family dwelling and above or commercial	\$75

Annual maintenance permit, three-family dwelling and above or commercial	\$500	
Reinspection fee, three-family dwelling and above or commercial	\$75	
Electrical, work started before permit obtained	Permit fee 3x	
<b>M.G.L. c. 148 license fees, City Council</b>	<b>Initial one-time licensing fee</b>	<b>Annual registration fee</b>
Community garage	\$20	\$10
Garage	\$200	\$100
Special garage	\$400	\$200
Service station	\$200	\$100
Self-service station	\$400	\$200
Storage of Class A, B, and C fluids	\$0.01/gal	\$0.005/gal
Storage of any other liquid	\$0.01/gal	\$0.005/gal
Flammable compound	\$0.01/lb	\$0.005/lb
Flammable solid	\$0.01/lb	\$0.005/lb
Flammable gas	\$0.01/cu.ft.	\$0.005/cu.ft.
Inflammable gas	\$0.01/cu. ft.	\$0.005/cu.ft.
Class A explosives exceeding 100 lbs.	\$300	\$150
Class A explosives not exceeding 100 lbs.	\$150	\$75
Class B explosives exceeding 100 lbs.	\$80	\$40
Class B explosives not exceeding 100 lbs.	\$40	\$20
Oil storage terminal for 1,000,000 gal. or more of Class A, B, or C liquids	\$20,000	\$20,000
<b>Fire prevention license fees, Fire Department</b>		
Above ground storage removal per 527 CMR 9.07(1)	\$50	
Above ground storage tank installation per 527 CMR 4.03(b)	\$50	
Underground storage tank installation per 527 CMR 9.05(c)	\$200	

Underground storage tank removal per 527 CMR 9.05	\$200
Fuel oil storage per 527 CMR 4.03(b)	\$50
Oil burner: install/repair or inspection per 527 CMR 4.03(d)	\$50
Blasting permit per 527 CMR 13.04(11)	\$50
Storage of explosive materials per 527 CMR 13.04(7)	\$50
Display of fireworks per 527 CMR 2.05(7) and M.G.L. c. 148 s. 39 (8A)	\$50
Storage of liquid propane gas per 527 CMR 6.08(2)(b), 14.03(1)	\$50
Storage of flammable liquid and/or gas per 527 CMR 14.03(1)	\$50
Welding and cutting operations per 527 CMR 39.04(1), 14.30(1) *separate permit required for storage.	\$50
Storage of smokeless powder per 527 CMR 13.04(2)	\$50
Tar kettle per 527 CMR 10.03(12)	\$50
Fumigation operations per 527 CMR 10.06(3)	\$50
Permits (general) per M.G.L. c. 148 s. 10A	\$50
Re-inspection per Authority Having Jurisdiction (AHJ)	\$50
Copy of fire report	No fee
Fee to use salamander per 527 CMR 20.01(10)	\$50
Lumber yards per 527 CMR 17.02(1)	\$50
Auto repair *depends on use	\$50 per permit
Sprinkler repair/install per M.G.L. c. 148 s. 27A	\$50
Plan reviews	\$100
Smoke inspections per M.G.L. c. 148A s. 26, s. 10A	
1-family	\$50

2-family	\$100
3-family	\$150
4-family	\$200
5-family	\$250
6-family and above	\$500
Fire Department inspection	\$50
Common victualler safety inspection	\$50
Tank truck inspection per 527 CMR 8.04(5)	\$75
Quarterly inspections	\$50
Quarterly inspections: Revere Public Schools	No Fee
Common garage and/or service station inspection per 527 CMR 5.10(2)	\$50
Fire alarm, initial master box connection	Fee by owner
Fire alarm, annual fee for master box connection	\$500
Fire alarm, annual fee for radio master box	\$300
<b>Gas fees</b>	
Gas permit application fee, residential	\$50
Gas permit application fee, commercial	\$100
Each gas fixture, residential	\$5
Each gas fixture, commercial	\$10
Gas furnace fee, residential	\$100
Gas furnace fee, commercial	\$200
Gas water heater fee, commercial	\$100
Gas water heater permit (requires plumbing permit)	\$50
Gas-fired boiler permit (requires plumbing permit)	\$100
Gas reinspection fee	\$50
<b>Gas, work started before permit obtained</b>	Permit fee 3x

Hawker's and peddler's license	\$52
Industrial furnace or stationary steam engine license under M.G.L. c. 140 s. 115	\$25
<b>Inspectional services fees</b>	
Burial permit	\$25
Funeral director license fee	\$100
Retail food license fee, up to 1,000 sq. ft.	\$100
Retail food license fee, from 1,001 sq. ft. to 7,500 sq. ft.	\$200
Retail food license fee, 7,501 sq. ft. or more	\$400
Food service license fee, up to 50 seats	\$150
Food service license fee, 51 seats or more	\$350
Food service, temporary license	\$75/day
Food service, medical (i.e., nursing home, hospital)	\$300
Milk	\$40
Ice cream and frozen dessert manufacturing	\$40
Wholesale bakery license fee	\$150
Caterer license fee	\$200
Tobacco sales license fee, cigarettes	\$200
Tobacco sales license fee, electronic cigarettes	\$200
Tobacco sales license fee, cigars	\$200
Tanning bed establishment license fee	\$150
Commercial pool license fee, outdoor	\$150
Commercial pool license fee, indoor	\$200
Commercial pool license fee, hot tub	\$150
Pool reinspection fee	1st reinspection free
	\$50 subsequent reinspection
Certificate of fitness	\$75

Certificate of fitness, reinspection fee	1st reinspection free \$50 subsequent reinspection
<b>License commission license fees</b>	
Common victualler, entertainment, secondhand dealer, pawnbroker, hotel, motel, inn, sales of gold/silver/ precious metals/jewelry	\$100
Lodging house, fortune teller	\$50
Flea market	\$300
Parking lot, commuter	\$100/space
Parking lot, park & fly or commercial storage	\$200/space
Automatic amusement device	\$100/device
Pool table	\$75 first table, \$50 each additional table
<b>License commission fees, liquor, off-premises</b>	
All-alcohol (includes \$100 Sunday Sales Permit fee)	\$2,100
Malt/wine (includes \$100 Sunday Sales Permit fee)	\$1,600
<b>License commission fees, liquor, on-premises</b>	
Includes common victualler and entertainment licenses	
All-alcohol, restaurant, innholder, general on-premises 2 a.m.	\$3,000
All-alcohol, restaurant, innholder, general on-premises, before 1 a.m.	\$2,800
All-alcohol, club, 2 a.m.	\$1,500
All-alcohol, club, before 1 a.m.	\$1,300
All-alcohol, veteran's club	\$500
Malt/wine, malt/wine/cordials, restaurant, 2 a.m.	\$2,100

Malt/wine, malt/wine/cordials, restaurant, before 1 a.m.	\$1,900
<b>License commission, administrative fees</b>	
Filing fee, liquor	\$225
Filing fee, general	\$125
Late fee for renewal	\$50/month
ABCC fee (subject to change)	\$200
Local newspaper advertising fee (subject to change)	\$30
<b>Marriage license fee</b>	\$50
<b>Parking meter fees</b>	See RRO Title 10
<b>Parking, resident fees.</b>	See RRO Title 10
<b>Pasteurizing plant inspection under M.G.L. c. 94 s. 48A</b>	\$40
<b>Plumbing fees</b>	
Plumbing permit application fee, residential	\$50
Plumbing permit application fee, commercial	\$100
Each plumbing fixture, residential	\$5
Each plumbing fixture, commercial	\$10
Water heater electric	\$100
Water heater gas, commercial (requires gas permit)	\$100
Gas-fired boiler, plumbing, residential	\$100
Gas-fired boiler, plumbing, commercial	\$200
Plumbing reinspection fee	\$50
<b>Plumbing, work started before permit obtained</b>	<b>Permit fee 3x</b>
<b>Public records, furnishing copies under M.G.L. c. 66 s. 10</b>	Charged at the hourly rate of the lowest paid employee capable of performing the search. No charge for first 2 hours of search.

<b>Raffle or bazaar permit fee under M.G.L. c. 271 s. 7A</b>	\$50
<b>Shellfish permit fee, Revere and Saugus resident</b>	\$150
<b>Shellfish permit fee, non-resident</b>	\$300
<b>Shellfish shucking fee</b>	\$50
<b>Street or sidewalk opening permit application fee under RRO § 12.04.080</b>	\$500
<b>Transient vendor license fee under M.G.L. c. 101 s. 5</b>	\$500
<b>Treasury fees</b>	
Demand fee, real estate, personal property, water and sewer, or excise	\$15 per demand
Final water meter reading fee	\$50
Municipal lien certificate fee, vacant land, single-, two-, or three-family dwelling	\$50
Municipal lien certificate fee, residential dwelling with four or more units	\$100
Municipal lien certificate fee, commercial, industrial, or public utility structure	\$150
Municipal lien certificate or final water meter read, expedited service (48 hours)	\$25
<b>Water service fees</b>	
Shutting off or turning on City water between 7am-3pm Monday-Friday	No fee
Shutting off or turning on City water between 3:01 pm-6:59 am Monday-Friday	\$100
Shutting off or turning on City water anytime Saturday, Sunday, or holiday	\$100
Annual permit fee for reduced pressure backflow preventor or double check valve assembly	\$75/device

Semiannual certified inspection fee for reduced pressure backflow preventer or double check valve assembly	\$100/inspection, 2 required per year
Fee for using City hydrant to obtain water	\$10 plus the cost of the water as based on usage from temporary water meter from DPW
Refundable deposit fee for use of temporary water meter	\$5,000
Water meter or meter reading device removal by City employee and return to DPW	Refundable deposit of \$200
<b>Weights and measures fees</b>	
Service fee for scale with capacity over 10,000 lbs.	\$200
Service fee for scale with capacity between 5,000 lbs-10,000 lbs.	\$150
Service fee for scale with capacity between 1,000 lb-5,000 lbs.	\$100
Service fee for scale with capacity between 100 lbs-1,000 lbs.	\$60
Service fee for scale with capacity between 10 lbs-100 lbs.	\$35
Service fee for scale with capacity under 10 lbs.	\$25
Service fee for vehicle tank, pump	\$75
Service fee for gasoline	\$35
Service fee for bulk storage, liquid	\$200
Service fee for taximeter	\$35
Service fee for scanning devices, 1-3 devices	\$100
Service fee for scanning devices, 4-11 devices	\$200
Service fee for scanning devices, 12+ devices	\$300
<b>Wood alcohol handling license under M.G.L. c. 94 s. 303B</b>	\$5

<b>Zoning amendment application filing fee under M.G.L. c.40A s. 5</b>	\$180
<b>Special permit application filing fee under M.G.L. c. 40A</b> Not inclusive of costs of hearing	\$400



# The City of REVERE, MASSACHUSETTS

## POLICE DEPARTMENT

**Maria A. LaVita • Chief of Police**

400 Revere Beach Parkway, Revere, MA 02151  
(781) 286-8326 FAX (781) 286-8328

City of Revere  
Revere City Council  
281 Broadway  
Revere, MA 02151

Dear Honorable Council,

The Revere Police Department seeks the approval of a five year contract with Axon Enterprises to procure Body-Worn Cameras for sworn Revere Police Officers.

Body-Worn Cameras are a necessary component for modern law enforcement agencies as this technology increases public trust and transparency, elevates officer safety and offers the ability to provide an objective record of police and community interactions. Body-Worn Cameras will not only protect the integrity of officers' actions from false claims, it will hold officers accountable for misconduct. Furthermore, it will also protect the City from frivolous civil litigation.

Body-Worn Cameras will provide reliable, unedited documentation to ensure citizen complaints are investigated in a timely manner. This technology is unmatched when investigating these matters and is far superior to relying on third-party narratives and officer's recollections. This is also true for reviewing use of force encounters which is sometimes necessary to ensure officers acted within state and federal law and in accordance with their training.

Body-Worn Camera footage also serves as a powerful training tool as the department will have the ability to review real incidents to improve tactics, communication and decision making.

In addition, capturing video when responding to scenes will provide evidence that will document both crime scenes and victim's injuries as well as record utterances made by suspects. This evidence will assist in the prosecution of defendants and hold those accountable that commit crimes against our citizens and visitors.

Considering the ease in which videos can be manipulated using artificial intelligence, it is now more important than ever before that the Revere Police Department acquire technology which can be verified and relied upon. Video evidence will be properly captured and preserved to ensure the unmanipulated documentation of all incidents. This far outweighs relying solely on video captured by bystanders and other sources.

Communities like Revere expect and deserve transparency, especially when it comes to public safety. Procuring Body-Worn Cameras will allow the department to share accurate information with the public when appropriate and respond to misinformation in a timely fashion.

Lastly, Axon's technology provides real time linguistic translation for over fifty languages. This feature will allow each officer to speak to people in need immediately, without requesting and

waiting for a translator. The technology will enhance officer safety as well as the safety of the general public.

As Chief of Police, I am committed to leading this professional police department and look forward to implementing this technology. Body Worn Cameras will help ensure we provide the most effective and ethical law enforcement services to the City of Revere.

### **Proposed Equipment:**

- Axon Body-Worn Cameras (Body 4)
- Axon Evidence (Evidence.com) digital evidence management system –unlimited storage, auto tagging, redaction assistant and ability to share videos related to FOIA requests.
- Associated licenses, warranties, firmware, cloud storage, and technical support
- Artificial Intelligence Assistant- real time translation.

### **Sole Source Justification**

Axon Enterprise, Inc. is the only practicable source capable of providing the body-worn camera equipment and evidence management services due to the proprietary and integrated nature of the Axon platform.

Axon is the original equipment manufacturer and exclusive provider of:

- Axon body-worn camera hardware
- Proprietary firmware and encryption
- Axon Evidence cloud-based digital evidence management system

Axon provides CJIS-compliant storage, audit trails, and chain-of-custody controls as well as necessary software to ensure proper and timely redaction of some images and information.

No other vendor is authorized or technically capable of providing equipment or services that are compatible or interoperable with the Axon ecosystem.

### **Operational and Financial Considerations**

The Revere Police Department currently relies on Axon systems for the capture, storage, management, and disclosure of digital evidence including Taser deployments and usage.

Transitioning to an alternate vendor would require:

- Migration of large volumes of digital evidence

- Extensive retraining of sworn personnel
- Disruption to court proceedings and evidence access

Such a transition would result in significant additional cost, operational disruption, and risk to the integrity of existing digital evidence, and is therefore not in the best interest of the municipality.

### **Determination**

Based on the proprietary nature of the Axon system, the absence of reasonable alternatives, and the operational and financial impacts of using another vendor, it is hereby determined that Axon Enterprise, Inc. is the only practicable source for this procurement in accordance with M.G.L. c. 30B, §7(a).

Please feel free to reach out with any questions. I have also attached the contract for your review.

Thank you,

Chief Maria A. LaVita  
Revere Police Department



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-687587-46009WB**  
 Issued: 12/18/2025  
 Quote Expiration: 12/31/2025  
 Estimated Contract Start Date: 04/01/2026  
 Account Number: 185617  
 Payment Terms:  
 Mode of Delivery: UPS-GND  
 Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Revere Police Dept. - MA 400 Revere Beach Pkwy Revere, MA 02151-4050 USA	Revere Police Dept. - MA 400 Revere Beach Pkwy Revere MA 02151-4050 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
William Batherson Phone: Email: wbaterson@axon.com Fax:	Maria Lavita Phone: (781) 286-8329 Email: mlavita@reverepolice.org Fax: (781) 286-8328

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$1,113,427.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,113,427.20</b>

**Discount Summary**

Average Savings Per Year	\$78,066.14
<b>TOTAL SAVINGS</b>	<b>\$390,330.70</b>

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	\$250,000.00	\$0.00	\$250,000.00
Apr 2027	\$215,856.80	\$0.00	\$215,856.80
Apr 2028	\$215,856.80	\$0.00	\$215,856.80
Apr 2029	\$215,856.80	\$0.00	\$215,856.80
Apr 2030	\$215,856.80	\$0.00	\$215,856.80
<b>Total</b>	<b>\$1,113,427.20</b>	<b>\$0.00</b>	<b>\$1,113,427.20</b>

Quote Unbundled Price: \$1,503,771.20  
 Quote List Price: \$1,350,816.20  
 Quote Subtotal: \$1,113,427.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	60	\$10.29	\$10.48	\$10.48	\$3,144.00	\$0.00	\$3,144.00
BWCW/TAP	BWC Unlimited with TAP	10	60	\$122.95	\$99.66	\$76.80	\$506,880.00	\$0.00	\$506,880.00
T00001	AB4 FLEX POV TAP BUNDLE	10	60	\$6.52	\$7.69	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Hardware</b>									
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110			\$1.00	\$1.00	\$110.00	\$0.00	\$110.00
100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND DEM	110			\$1.50	\$1.50	\$165.00	\$0.00	\$165.00
100609	AXON SIGNAL - SIDEARM BRACKET - 1053	110			\$4.99	\$4.99	\$548.90	\$0.00	\$548.90
70112	AXON SIGNAL - VEHICLE	10			\$279.00	\$279.00	\$2,790.00	\$0.00	\$2,790.00
100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110			\$34.00	\$34.00	\$3,740.00	\$0.00	\$3,740.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110			\$269.00	\$269.00	\$29,590.00	\$0.00	\$29,590.00
H00002	AB4 Multi Bay Dock Bundle	14			\$1,638.90	\$1,638.90	\$22,944.60	\$0.00	\$22,944.60
H00001	AB4 Camera Bundle	110			\$899.00	\$899.00	\$98,890.00	\$0.00	\$98,890.00
H00003	AB4 1-Bay Dock Bundle	5			\$229.00	\$229.00	\$1,145.00	\$0.00	\$1,145.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	10			\$299.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	60		\$5.42	\$5.42	\$35,772.00	\$0.00	\$35,772.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	60		\$10.85	\$5.43	\$35,805.00	\$0.00	\$35,805.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	60		\$10.85	\$5.43	\$35,805.00	\$0.00	\$35,805.00
101905	POLICY CHAT	125	60		\$10.85	\$10.85	\$81,375.00	\$0.00	\$81,375.00
102011	AXON AI ASSISTANT	125	60		\$32.55	\$32.55	\$244,125.00	\$0.00	\$244,125.00
<b>A la Carte Services</b>									
79899	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	5			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$9,946.00	\$9,946.00	\$0.00	\$9,946.00
<b>A la Carte Warranties</b>									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	49		\$1.33	\$1.33	\$651.70	\$0.00	\$651.70
<b>Total</b>							<b>\$1,113,427.20</b>	<b>\$0.00</b>	<b>\$1,113,427.20</b>

Delivery Schedule

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	5	1	03/01/2026

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	5	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	110	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	121	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	121	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	121	1	03/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	10	1	03/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	10	1	03/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	10	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	100609	AXON SIGNAL - SIDEARM BRACKET - 1053	110	1	03/01/2026
AB4 Multi Bay Dock Bundle	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	1	03/01/2026
AB4 Multi Bay Dock Bundle	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	1	03/01/2026
AB4 Carte	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	1	03/01/2026
AB4 Carte	70112	AXON SIGNAL - VEHICLE	10	1	03/01/2026
AB4 Carte	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	1	03/01/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	5	1	09/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	113	1	09/01/2028
BWC Unlimited with TAP	73889	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	09/01/2028
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	10	1	03/01/2031
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	5	1	03/01/2031
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	113	1	03/01/2031
BWC Unlimited with TAP	73888	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	03/01/2031

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	110	04/01/2026	03/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	110	04/01/2026	03/31/2031
AB4 Carte	101905	POLICY CHAT	125	04/01/2026	03/31/2031
AB4 Carte	102011	AXON AI ASSISTANT	125	04/01/2026	03/31/2031
AB4 Carte	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	04/01/2026	03/31/2031
AB4 Carte	73478	AXON EVIDENCE - REACTION ASSISTANT USER LICENSE	110	04/01/2026	03/31/2031
AB4 Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	04/01/2026	03/31/2031

**Services**

Bundle	Item	Description	QTY
AB4 Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
AB4 Carte	85144	AXON BODY - PSO - STARTER	1
AB4 Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	10	03/01/2027	03/31/2031

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	5	03/01/2027	03/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2027	03/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	110	03/01/2027	03/31/2029
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	03/01/2027	03/31/2029
Ala Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	03/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Revere Beach Pkwy	Revere	MA	02151-4050	USA

Payment Details

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100609	AXON SIGNAL - SIDEARM BRACKET - 1053	110	\$123.25	\$0.00	\$123.25
Year 1	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	\$6,643.90	\$0.00	\$6,643.90
Year 1	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	\$37.05	\$0.00	\$37.05
Year 1	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	\$839.75	\$0.00	\$839.75
Year 1	101905	POLICY CHAT	125	\$18,271.29	\$0.00	\$18,271.29
Year 1	102011	AXON AI ASSISTANT	125	\$54,813.86	\$0.00	\$54,813.86
Year 1	70112	AXON SIGNAL - VEHICLE	10	\$626.44	\$0.00	\$626.44
Year 1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	\$24.70	\$0.00	\$24.70
Year 1	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	\$8,031.96	\$0.00	\$8,031.96
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	\$8,039.37	\$0.00	\$8,039.37
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	\$8,039.37	\$0.00	\$8,039.37
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$146.33	\$0.00	\$146.33
Year 1	85144	AXON BODY - PSO - STARTER	1	\$2,233.19	\$0.00	\$2,233.19
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00	\$0.00	\$0.00
Year 1	BWCamSBDIAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$705.93	\$0.00	\$705.93
Year 1	BWCluWTAP	BWC Unlimited with TAP	110	\$113,810.75	\$0.00	\$113,810.75
Year 1	H00001	AB4 Camera Bundle	110	\$22,203.97	\$0.00	\$22,203.97
Year 1	H00002	AB4 Multi Bay Dock Bundle	14	\$5,151.80	\$0.00	\$5,151.80
Year 1	H00003	AB4 1-Bay Dock Bundle	5	\$257.09	\$0.00	\$257.09
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	10	\$0.00	\$0.00	\$0.00
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00	\$0.00	\$0.00
Year 1	BWCamSBDIAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	100609	AXON SIGNAL - SIDEARM BRACKET - 1053	110	\$106.41	\$0.00	\$106.41
Year 1B	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	\$5,736.52	\$0.00	\$5,736.52
Year 1B	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	\$31.99	\$0.00	\$31.99
Year 1B	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	\$725.06	\$0.00	\$725.06
Year 1B	101905	POLICY CHAT	125	\$15,775.93	\$0.00	\$15,775.93
Year 1B	102011	AXON AI ASSISTANT	125	\$47,327.80	\$0.00	\$47,327.80
Year 1B	70112	AXON SIGNAL - VEHICLE	10	\$540.89	\$0.00	\$540.89
Year 1B	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	\$21.33	\$0.00	\$21.33
Year 1B	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	\$6,935.01	\$0.00	\$6,935.01
Year 1B	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	\$6,941.41	\$0.00	\$6,941.41
Year 1B	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	\$6,941.41	\$0.00	\$6,941.41
Year 1B	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00

Apr 2027				
Invoice Plan	Item	Description	Qty	Total
Year 1B	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$126.34
Year 1B	85144	AXON BODY - PSO - STARTER	1	\$1,928.20
Year 1B	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00
Year 1B	BWCamsBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$609.52
Year 1B	BWCUWTAP	BWC Unlimited with TAP	110	\$98,267.29
Year 1B	H00001	AB4 Camera Bundle	110	\$19,171.51
Year 1B	H00002	AB4 Multi Bay Dock Bundle	14	\$4,448.20
Year 1B	H00003	AB4 1-Bay Dock Bundle	5	\$221.98
Year 1B	H00004	AB4 FLEX POV HARDWARE BUNDLE	10	\$0.00
Year 1B	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00
<b>Total</b>				<b>\$215,856.80</b>

Apr 2028				
Invoice Plan	Item	Description	Qty	Total
Year 2	100699	AXON SIGNAL - SIDEARM BRACKET - 10S3	110	\$106.41
Year 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	\$5,736.52
Year 2	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	\$31.99
Year 2	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	\$725.06
Year 2	101905	POLICY CHAT	125	\$15,775.93
Year 2	102011	AXON AI ASSISTANT	125	\$47,327.80
Year 2	70112	AXON SIGNAL - VEHICLE	10	\$540.89
Year 2	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	\$21.33
Year 2	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	\$6,935.01
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	\$6,941.41
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	\$6,941.41
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$126.34
Year 2	85144	AXON BODY - PSO - STARTER	1	\$1,928.20
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00
Year 2	BWCamsBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$609.52
Year 2	BWCUWTAP	BWC Unlimited with TAP	110	\$98,267.29
Year 2	H00001	AB4 Camera Bundle	110	\$19,171.51
Year 2	H00002	AB4 Multi Bay Dock Bundle	14	\$4,448.20
Year 2	H00003	AB4 1-Bay Dock Bundle	5	\$221.98
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	10	\$0.00
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00
<b>Total</b>				<b>\$215,856.80</b>

Apr 2029				
Invoice Plan	Item	Description	Qty	Total
Year 3	100699	AXON SIGNAL - SIDEARM BRACKET - 10S3	110	\$106.41
Year 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	\$5,736.52
Year 3	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	\$31.99
Year 3	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	\$725.06
Year 3	101905	POLICY CHAT	125	\$15,775.93
Year 3	102011	AXON AI ASSISTANT	125	\$47,327.80
Year 3	70112	AXON SIGNAL - VEHICLE	10	\$540.89
Year 3	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	\$21.33
Year 3	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	\$6,935.01
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	\$6,941.41
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	\$6,941.41
<b>Total</b>				<b>\$215,856.80</b>

Apr 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$126.34	\$0.00	\$126.34
Year 3	85144	AXON BODY - PSO - STARTER	1	\$1,928.20	\$0.00	\$1,928.20
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00	\$0.00	\$0.00
Year 3	BWCamsBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$609.52	\$0.00	\$609.52
Year 3	BWCltwTAP	BWC Unlimited with TAP	110	\$98,267.29	\$0.00	\$98,267.29
Year 3	H00001	AB4 Camera Bundle	110	\$19,171.51	\$0.00	\$19,171.51
Year 3	H00002	AB4 Multi Bay Dock Bundle	14	\$4,448.20	\$0.00	\$4,448.20
Year 3	H00003	AB4 1-Bay Dock Bundle	5	\$221.98	\$0.00	\$221.98
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	10	\$0.00	\$0.00	\$0.00
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$215,856.80</b>	<b>\$0.00</b>	<b>\$215,856.80</b>

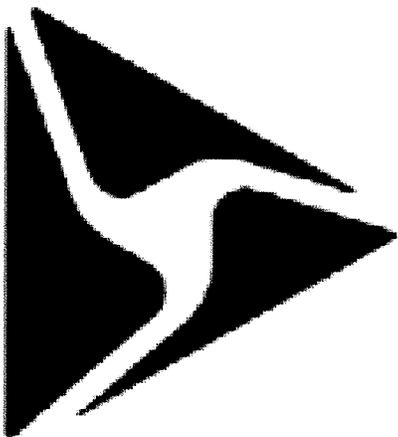
Apr 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100609	AXON SIGNAL - SIDEARM BRACKET - 10S3	110	\$106.41	\$0.00	\$106.41
Year 4	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	110	\$5,736.52	\$0.00	\$5,736.52
Year 4	100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	110	\$31.99	\$0.00	\$31.99
Year 4	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	110	\$725.06	\$0.00	\$725.06
Year 4	101905	POLICY CHAT	125	\$15,775.93	\$0.00	\$15,775.93
Year 4	102011	AXON AI ASSISTANT	125	\$47,327.80	\$0.00	\$47,327.80
Year 4	70112	AXON SIGNAL - VEHICLE	10	\$540.89	\$0.00	\$540.89
Year 4	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	110	\$21.33	\$0.00	\$21.33
Year 4	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	\$6,935.01	\$0.00	\$6,935.01
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	\$6,941.41	\$0.00	\$6,941.41
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	\$6,941.41	\$0.00	\$6,941.41
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$126.34	\$0.00	\$126.34
Year 4	85144	AXON BODY - PSO - STARTER	1	\$1,928.20	\$0.00	\$1,928.20
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00	\$0.00	\$0.00
Year 4	BWCamsBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5	\$609.52	\$0.00	\$609.52
Year 4	BWCltwTAP	BWC Unlimited with TAP	110	\$98,267.29	\$0.00	\$98,267.29
Year 4	H00001	AB4 Camera Bundle	110	\$19,171.51	\$0.00	\$19,171.51
Year 4	H00002	AB4 Multi Bay Dock Bundle	14	\$4,448.20	\$0.00	\$4,448.20
Year 4	H00003	AB4 1-Bay Dock Bundle	5	\$221.98	\$0.00	\$221.98
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	10	\$0.00	\$0.00	\$0.00
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$215,856.80</b>	<b>\$0.00</b>	<b>\$215,856.80</b>



Signature Chief Edward Davis

Date Signed 12/29/2025

12/18/2025





# The City of REVERE, MASSACHUSETTS

## POLICE DEPARTMENT

**Maria A. LaVita • Chief of Police**

400 Revere Beach Parkway, Revere, MA 02151  
(781) 286-8326 FAX (781) 286-8328

January 20, 2026

Revere City Council  
City of Revere  
281 Broadway  
Revere, MA 02151

Dear Honorable Council,

The Revere Police Department is seeking approval to renew our five-year contract with Axon Enterprises which will upgrade our current less lethal control device from the Taser 7 to the Taser 10 model. The advancements of the Taser 10 will provide a more effective, reliable, and safer force option for our officers when de-escalation attempts fail. In addition to an equipment upgrade, renewal of this contract will greatly enhance our current training capability.

Currently, the agency is in year 4 of a five-year contract with Axon started in 2022, which was for the Taser 7. The cost of that contract was \$232,921 over a 60-month period, which equates to a yearly cost of \$46,584. The cost of the new contract will be \$304,394 over a 60-month period, with year one costing \$49,627 with includes a credit given for early renewal, and years two through five having a yearly cost of \$63,691.

Features of the Taser 10 now include a single-probe deployment, making the Taser more effective. Current models require two separate probes to simultaneously strike an individual, which has traditionally been a challenge for our officers, particularly considering the heavy coats worn in this area during the colder months. Outer clothing and jackets make it more difficult to land both probes, which is needed for the Taser to be effective. With the department's current Tasers, Officers only have two cartridges and thus just two opportunities to stop a combative subject. The Taser 10 can deploy up to ten individually targeted probes, which offers our Officers additional opportunities to de-escalate a combative subject.

A significant change with the Taser 10 is that it no longer offers the “Drive Stun” feature, which has been a force option on all Taser devices till now. The “Drive Stun” feature requires the Officer to press the device against a combative person while being charged, which should then cause pain and thus assist in gaining compliance. While well-intended in its design, it is commonly utilized incorrectly by Law Enforcement Officers in the United States. It has been ruled as a contributing factor in numerous injuries to arrestees across the country. The Taser 10 has completely removed that feature, which negates any potential safety or liability concerns in the future.

Taser 10 will have a maximum range of 45 feet, whereas the current Tasers have a maximum distance of 25 feet. Officers are trained to maintain what is referred to a “Reactionary Gap” when it involves dealing with combative subjects, especially in the case of those armed with edged weapons such as knives. With traditional Taser devices, Officers would have to close that gap to get within range to utilize the device to stop a person. This removes the advantage of distance, thus giving the officers fewer opportunities and options to de-escalate the situation if the subject decides to advance on the officers. The Taser 10 allows officers to keep a safer distance, yet still be able to deploy this less lethal option.

This new technology also emits both a light and sound feature when the Warning Alert is initiated. This warning signal alone may de-escalate a situation before deployment. Furthermore, the warning alert and light display assists officers in de-escalation command and control by immediately notifying all Officers that a Taser has been armed and is preparing to deploy. This allows Officers to make adjustments to strategy without needing to verbally notify each other during an attempt at de-escalation.

An additional feature is Bluetooth integration with the Axon Body Camera system. The body camera integration of the Taser 10 assists in ensuring proper recording and documentation of use-of-force incidents. When a Taser 10 is drawn from the holster and armed, it will send a signal to body cameras within a certain range and will automatically activate those cameras. While assuring that use-of-force incidents with a Taser are recorded, this feature also improves officers' safety by allowing a Taser Officer to focus on the situation at hand and not be concerned with whether they activated their camera or not. The activation is done for them automatically.

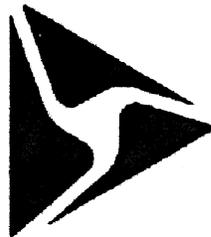
In addition to upgrading of our current Taser devices, this contract has training enhancements built in with upgrades to our current virtual reality training system, equipment for less lethal training, and it maintains our ability to utilize Axon's RBT (Reality-Based Training) system, which this agency will be unable to use without a current contract with Axon. Reality Based Training through Axon’s virtual reality system greatly improves use of force decision-making and enhances Officer proficiency as it pertains to de-escalation and use of force. This contract will maintain the departments unfettered access to the Axons RBT (Reality Based Training) system. This system allows Officers to train in realistic scenarios with not only the Taser, but also other law enforcement tools. In addition to force scenario training, this virtual reality system offers training in areas such as suicide prevention, mental health de-escalation, and even Officer mental health wellness.

The benefits of this program will have an immediate impact on our Officers in how they de-escalate high-risk encounters, and it will assist our Officers in ensuring the safety of the public and themselves. This contract will keep the Revere Police Department on the cutting edge of law enforcement de-escalation capability and training.

Please feel free to reach out with any questions. I have also attached the contract for your review.

Thank you,

Chief Maria A. LaVita  
Revere Police Department



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-773395-46009WB

Issued: 12/18/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 185617

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Revere Police Dept. - MA 400 Revere Beach Pkwy Revere, MA 02151-4050 USA	Revere Police Dept. - MA 400 Revere Beach Pkwy Revere MA 02151-4050 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
William Batherson Phone: Email: wbatherson@axon.com Fax:	Joseph Turner Phone: Email: jturner@revereipolice.org Fax:

**Quote Summary**

Program Length	60 Months
TOTAL COST	\$304,394.37
ESTIMATED TOTAL W/ TAX	\$304,394.37

**Discount Summary**

Average Savings Per Year	\$24,861.48
TOTAL SAVINGS	\$124,307.39

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$3,043.95	\$0.00	\$3,043.95
Jul 2026	\$46,584.22	\$0.00	\$46,584.22
Jul 2027	\$63,691.55	\$0.00	\$63,691.55
Jul 2028	\$63,691.55	\$0.00	\$63,691.55
Jul 2029	\$63,691.55	\$0.00	\$63,691.55
Jul 2030	\$63,691.55	\$0.00	\$63,691.55
<b>Total</b>	<b>\$304,394.37</b>	<b>\$0.00</b>	<b>\$304,394.37</b>

Quote Unbundled Price: \$428,703.54  
 Quote List Price: \$339,813.54  
 Quote Subtotal: \$304,394.37

**Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSSEER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$7,709.27)	(\$7,709.27)	\$0.00	(\$7,709.27)
100552	TRANSSEER BALANCE - GOODS	1			\$1.00	\$16,873.64	\$16,873.64	\$0.00	\$16,873.64
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	60		\$137.96	\$87.51	\$292,530.00	\$0.00	\$292,530.00
<b>A la Carte Hardware</b>									
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6			\$165.00	\$0.00	\$0.00	\$0.00	\$0.00
100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1			\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
101611	AXON VR - CONTROLLER - RIFLE VRMAR	1			\$5,499.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
<b>A la Carte Warranties</b>									
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	49		\$90.46	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$304,394.37</b>	<b>\$0.00</b>	<b>\$304,394.37</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	50	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	1000	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	500	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2026
Ala Carte	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	1	02/01/2026
Ala Carte	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
Ala Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	50	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	50	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	50	03/01/2026	02/28/2031

**Services**

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	50
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	50
Ala Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2027	02/28/2031

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	50	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	50	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	02/01/2027	02/28/2031



Jul 2028				
Invoice Plan	Item	Description	Qty	Total
Year 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00
Year 3	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64
Year 3	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)
Year 3	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95
Year 3	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00
Year 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>

Jul 2029				
Invoice Plan	Item	Description	Qty	Total
Year 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00
Year 4	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64
Year 4	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)
Year 4	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95
Year 4	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00
Year 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>

Jul 2030				
Invoice Plan	Item	Description	Qty	Total
Year 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00
Year 5	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64
Year 5	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)
Year 5	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95
Year 5	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00
Year 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>

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.

## 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 <https://www.axon.com/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](http://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.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):  
Q-371007, Q-441300, Q-729996,

Agency is terminating those contracts effective 3/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$9,164.37

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Outstanding Invoice - INUS393803 - 11/1/2025 - \$46,584.25

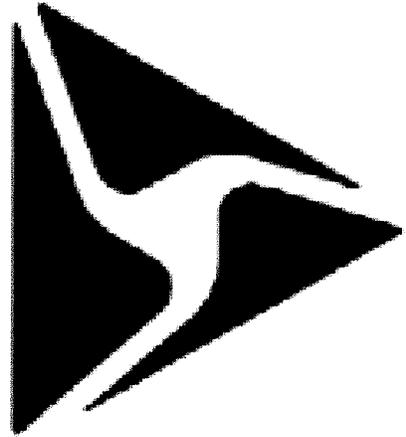
Outstanding Invoice - INUS393803 - 11/1/2025 - \$46,584.25

*Chief [Signature]*

*12/29/2025*

Signature

Date Signed



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **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 this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for 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.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: AxonBodyCameraContractCommunicationPoliceChief01262026 (26-020 : Axon Enterprises, Body-Worn Cameras, 5-year Contract)



## Axon Cloud Services Terms of Use Appendix

### 1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
  - 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
  - 1.3. **"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.
  - 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
  - 1.6. **"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.
  - 1.7. **"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.
  - 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
  - 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
  3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
  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 for its digital evidence or records management systems.
  5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



## Master Services and Purchasing Agreement

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **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.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may 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.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an 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 six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
  - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
  - 8.2. **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. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
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 Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing



and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.



- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 17.2. 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;
  - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 17.6. 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
  - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (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 ninety (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.
19. **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.
20. **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.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



## AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

### 1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

### 2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
  - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
  - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
  - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

### 3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



#### 4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

#### 5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

#### 6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

#### 7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

#### 8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

#### 9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



## Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to [aceip@axon.com](mailto:aceip@axon.com).

### Axon Obligations

#### ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

#### Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

#### Opt Out

Customer may opt out of ACEIP Basic at any time via [aceip@axon.com](mailto:aceip@axon.com). Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

#### ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to [aceip@axon.com](mailto:aceip@axon.com).



**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>                      Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b>                      Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p><b>Evidence sharing training</b>                      Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies</p>
<p><b>Users go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a>                      Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Customer need</li> </ul>
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Attachment: AxonBodyCameraContractCommunicationPoliceChief01262026 (26-020 : Axon Enterprises, Body-Worn Cameras, 5-year Contract)



<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>User go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other customers using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full-Service Package:</b> Training for up to 3 individuals at Customer</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</li> </ul>
<p><b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b> <b>For the CEW Full-Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.</p>
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Attachment: AxonBodyCameraContractCommunicationPoliceChief01262026 (26-020 : Axon Enterprises, Body-Worn Cameras, 5-year Contract)



### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

#### System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:             <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <ul style="list-style-type: none"> <li>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li> </ul>
<p><b>Implementation document packet</b></p> <ul style="list-style-type: none"> <li>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li> </ul>
<p><b>Post go-live review</b></p>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

- 17. **Customer Network.** For work performed by Axon transiting or making use of Customer’s network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer’s network from any cause.

Attachment: AxonBodyCameraContractCommunicationPoliceChief01262026 (26-020 : Axon Enterprises, Body-Worn Cameras, 5-year Contract)



## Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
  - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.



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<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



## Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "Axon Fleet") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

### 1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

### 2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

### 3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

### 4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or



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service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

### 5. Axon Outpost Specific Terms.

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

### 6. Axon Lightpost Specific Terms.

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

### 7. Wireless Offload Server

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.



## Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

### 1. Definitions.

- 1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

### 2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. Customer Responsibilities. When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



## Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

### 1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



## Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
  - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 3.4. The Full-Time TAM **Service options are listed below:**

### **Ongoing System Set-up and Configuration**

Assisting with assigning cameras and registering docks  
 Maintaining **Customer's Axon Evidence account**  
 Connecting Customer to "Early Access" programs for new devices

### **Account Maintenance**

Conducting on-site training on new features and **devices for Customer leadership team(s)**  
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**  
 Conducting weekly meetings to cover current issues and program status

### **Data Analysis**

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  
 Comparing **Customer's Axon usage and trends to peers to establish best practices**  
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

### **Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices  
 Proactively monitoring the health of **Axon equipment**  
 Creating and monitoring RMAs **on-site**  
 Providing Axon app support  
 Monitoring and testing new firmware and workflows before they are released to Customer's production environment

### **Customer Advocacy**

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**  
 Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**
  - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 4.4. The Regional TAM service options are listed below:



## Master Services and Purchasing Agreement

### Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

### Direct Support

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**

Creating and monitoring RMAs remotely

### Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"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.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, 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, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. 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 My90; or
  - 22.7. use My90 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.



## Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



### Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.



## Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

### 1. Definitions.

- 1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **"Dedrone Hardware"** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **"Dedrone Software"** means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

### 2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v)), a ("Prohibited Use").

### 3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the



Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

#### 4. Data Protection.

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

#### 5. Ownership.

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User



## Master Services and Purchasing Agreement

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



# The City of REVERE, MASSACHUSETTS

## POLICE DEPARTMENT

**Maria A. LaVita • Chief of Police**  
 400 Revere Beach Parkway, Revere, MA 02151  
 (781) 286-8326 FAX (781) 286-8328

January 20, 2026

Revere City Council  
 City of Revere  
 281 Broadway  
 Revere, MA 02151

Dear Honorable Council,

The Revere Police Department is seeking approval to renew our five-year contract with Axon Enterprises which will upgrade our current less lethal control device from the Taser 7 to the Taser 10 model. The advancements of the Taser 10 will provide a more effective, reliable, and safer force option for our officers when de-escalation attempts fail. In addition to an equipment upgrade, renewal of this contract will greatly enhance our current training capability.

Currently, the agency is in year 4 of a five-year contract with Axon started in 2022, which was for the Taser 7. The cost of that contract was \$232,921 over a 60-month period, which equates to a yearly cost of \$46,584. The cost of the new contract will be \$304,394 over a 60-month period, with year one costing \$49,627 with includes a credit given for early renewal, and years two through five having a yearly cost of \$63,691.

Features of the Taser 10 now include a single-probe deployment, making the Taser more effective. Current models require two separate probes to simultaneously strike an individual, which has traditionally been a challenge for our officers, particularly considering the heavy coats worn in this area during the colder months. Outer clothing and jackets make it more difficult to land both probes, which is needed for the Taser to be effective. With the department's current Tasers, Officers only have two cartridges and thus just two opportunities to stop a combative subject. The Taser 10 can deploy up to ten individually targeted probes, which offers our Officers additional opportunities to de-escalate a combative subject.

A significant change with the Taser 10 is that it no longer offers the “Drive Stun” feature, which has been a force option on all Taser devices till now. The “Drive Stun” feature requires the Officer to press the device against a combative person while being charged, which should then cause pain and thus assist in gaining compliance. While well-intended in its design, it is commonly utilized incorrectly by Law Enforcement Officers in the United States. It has been ruled as a contributing factor in numerous injuries to arrestees across the country. The Taser 10 has completely removed that feature, which negates any potential safety or liability concerns in the future.

Taser 10 will have a maximum range of 45 feet, whereas the current Tasers have a maximum distance of 25 feet. Officers are trained to maintain what is referred to a “Reactionary Gap” when it involves dealing with combative subjects, especially in the case of those armed with edged weapons such as knives. With traditional Taser devices, Officers would have to close that gap to get within range to utilize the device to stop a person. This removes the advantage of distance, thus giving the officers fewer opportunities and options to de-escalate the situation if the subject decides to advance on the officers. The Taser 10 allows officers to keep a safer distance, yet still be able to deploy this less lethal option.

This new technology also emits both a light and sound feature when the Warning Alert is initiated. This warning signal alone may de-escalate a situation before deployment. Furthermore, the warning alert and light display assists officers in de-escalation command and control by immediately notifying all Officers that a Taser has been armed and is preparing to deploy. This allows Officers to make adjustments to strategy without needing to verbally notify each other during an attempt at de-escalation.

An additional feature is Bluetooth integration with the Axon Body Camera system. The body camera integration of the Taser 10 assists in ensuring proper recording and documentation of use-of-force incidents. When a Taser 10 is drawn from the holster and armed, it will send a signal to body cameras within a certain range and will automatically activate those cameras. While assuring that use-of-force incidents with a Taser are recorded, this feature also improves officers' safety by allowing a Taser Officer to focus on the situation at hand and not be concerned with whether they activated their camera or not. The activation is done for them automatically.

In addition to upgrading of our current Taser devices, this contract has training enhancements built in with upgrades to our current virtual reality training system, equipment for less lethal training, and it maintains our ability to utilize Axon's RBT (Reality-Based Training) system, which this agency will be unable to use without a current contract with Axon. Reality Based Training through Axon’s virtual reality system greatly improves use of force decision-making and enhances Officer proficiency as it pertains to de-escalation and use of force. This contract will maintain the departments unfettered access to the Axons RBT (Reality Based Training) system. This system allows Officers to train in realistic scenarios with not only the Taser, but also other law enforcement tools. In addition to force scenario training, this virtual reality system offers training in areas such as suicide prevention, mental health de-escalation, and even Officer mental health wellness.

The benefits of this program will have an immediate impact on our Officers in how they de-escalate high-risk encounters, and it will assist our Officers in ensuring the safety of the public and themselves. This contract will keep the Revere Police Department on the cutting edge of law enforcement de-escalation capability and training.

Please feel free to reach out with any questions. I have also attached the contract for your review.

Thank you,

Chief Maria A. LaVita  
Revere Police Department



Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$3,043.95	\$0.00	\$3,043.95
Jul 2026	\$46,584.22	\$0.00	\$46,584.22
Jul 2027	\$63,691.55	\$0.00	\$63,691.55
Jul 2028	\$63,691.55	\$0.00	\$63,691.55
Jul 2029	\$63,691.55	\$0.00	\$63,691.55
Jul 2030	\$63,691.55	\$0.00	\$63,691.55
<b>Total</b>	<b>\$304,394.37</b>	<b>\$0.00</b>	<b>\$304,394.37</b>

Quote Unbundled Price: \$428,703.54  
 Quote List Price: \$339,813.54  
 Quote Subtotal: \$304,394.37

**Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSSEER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$7,709.27)	(\$7,709.27)	\$0.00	(\$7,709.27)
100552	TRANSSEER BALANCE - GOODS	1			\$1.00	\$16,873.64	\$16,873.64	\$0.00	\$16,873.64
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	60	\$137.96	\$108.33	\$87.51	\$292,530.00	\$0.00	\$292,530.00
<b>A la Carte Hardware</b>									
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6			\$165.00	\$0.00	\$0.00	\$0.00	\$0.00
100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1			\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
101611	AXON VR - CONTROLLER - RIFLE VRMAR	1			\$5,499.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
<b>A la Carte Warranties</b>									
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	49		\$90.46	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$304,394.37</b>	<b>\$0.00</b>	<b>\$304,394.37</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	50	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	1000	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	500	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2026
Ala Carte	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	1	02/01/2026
Ala Carte	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
Ala Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	02/01/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	02/01/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	50	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	50	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	50	03/01/2026	02/28/2031

**Services**

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	50
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	50
Ala Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2027	02/28/2031

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	50	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	50	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	02/01/2027	02/28/2031



Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00	\$0.00	\$0.00
Year 3	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64	\$0.00	\$3,530.64
Year 3	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)	\$0.00	(\$1,613.09)
Year 3	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95	\$0.00	\$564.95
Year 3	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00	\$0.00	\$0.00
Year 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05	\$0.00	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>	<b>\$0.00</b>	<b>\$63,691.55</b>

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00	\$0.00	\$0.00
Year 4	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64	\$0.00	\$3,530.64
Year 4	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)	\$0.00	(\$1,613.09)
Year 4	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95	\$0.00	\$564.95
Year 4	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00	\$0.00	\$0.00
Year 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05	\$0.00	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>	<b>\$0.00</b>	<b>\$63,691.55</b>

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	6	\$0.00	\$0.00	\$0.00
Year 5	100552	TRANSFER BALANCE - GOODS	1	\$3,530.64	\$0.00	\$3,530.64
Year 5	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,613.09)	\$0.00	(\$1,613.09)
Year 5	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$564.95	\$0.00	\$564.95
Year 5	101611	AXON VR - CONTROLLER - RIFLE VPMAR	1	\$0.00	\$0.00	\$0.00
Year 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	50	\$61,209.05	\$0.00	\$61,209.05
<b>Total</b>				<b>\$63,691.55</b>	<b>\$0.00</b>	<b>\$63,691.55</b>

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.

## 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 <https://www.axon.com/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](http://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.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):  
Q-371007, Q-441300, Q-729996,

Agency is terminating those contracts effective 3/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$9,164.37

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Outstanding Invoice - INUS393803 - 11/1/2025 - \$46,584.25

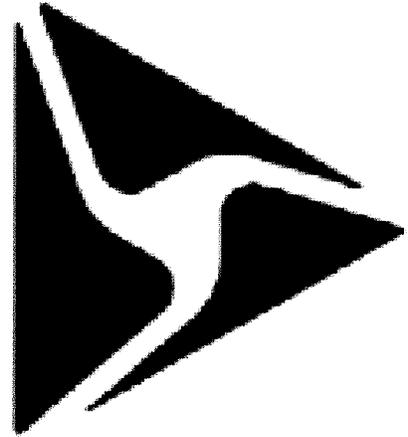
Outstanding Invoice - INUS393803 - 11/1/2025 - \$46,584.25

*Chief [Signature]*

*12/29/2025*

Signature

Date Signed



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **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 this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for 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.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer’s Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Axon Taser Contract Communication Police Chief 01262026 (26-021 : Axon Enterprises, Taser 10, 5-year Contract)



## Axon Cloud Services Terms of Use Appendix

### 1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
  - 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
  - 1.3. **"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.
  - 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
  - 1.6. **"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.
  - 1.7. **"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.
  - 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
  - 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
  3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
  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 for its digital evidence or records management systems.
  5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



## Master Services and Purchasing Agreement

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **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.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may 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.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an 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 six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
  - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
  - 8.2. **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. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
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 Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing



and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.



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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 17.2. 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;
  - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 17.6. 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
  - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (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 ninety (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.
19. **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.
20. **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.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



## AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

### 1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

### 2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
  - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
  - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
  - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

### 3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



#### 4. Customer Responsibilities.

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

#### 5. Policy Chat. This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

#### 6. Draft One. Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

#### 7. Brief One. Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

#### 8. Auto-Transcribe. This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

#### 9. Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



## Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to [aceip@axon.com](mailto:aceip@axon.com).

### Axon Obligations

#### ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

#### Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

#### Opt Out

Customer may opt out of ACEIP Basic at any time via [aceip@axon.com](mailto:aceip@axon.com). Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

#### ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to [aceip@axon.com](mailto:aceip@axon.com).



**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies</p>
<p><b>Users go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><a href="#">Implementation document packet</a></b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Customer need</li> </ul>
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Attachment: Axon Taser Contract Communication Police Chief 01262026 (26-021 : Axon Enterprises, Taser 10, 5-year Contract)



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- Troubleshoot IT issues with Axon Evidence and Dock access

### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

**For the CEW Full-Service Package:** On-site assistance included.  
**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.



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### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
10. **Signal Sidearm Installation Service.**
- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
  - Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

#### System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:             <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <ul style="list-style-type: none"> <li>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li> </ul>
<p><b>Implementation document packet</b></p> <ul style="list-style-type: none"> <li>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li> </ul>
<p><b>Post go-live review</b></p>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

- 17. **Customer Network.** For work performed by Axon transiting or making use of Customer’s network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer’s network from any cause.

Attachment: Axon Taser Contract Communication Police Chief 01262026 (26-021 : Axon Enterprises, Taser 10, 5-year Contract)



## Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
  - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.



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<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



## Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "Axon Fleet") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

### 1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

### 2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

### 3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

### 4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or



service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.



## Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



## Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

### 1. **Definitions.**

- 1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



## Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
  - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 3.4. The Full-Time TAM **Service options are listed below:**

### Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks  
 Maintaining **Customer's Axon Evidence account**  
 Connecting Customer to "Early Access" programs for new devices

### Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**  
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**  
 Conducting weekly meetings to cover current issues and program status

### Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  
 Comparing **Customer's Axon usage and trends to peers to establish best practices**  
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices  
 Proactively monitoring the health of **Axon equipment**  
 Creating and monitoring RMAs **on-site**  
 Providing Axon app support  
 Monitoring and testing new firmware and workflows before they are released to Customer's production environment

### Customer Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**  
 Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**
  - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 4.4. The Regional TAM service options are listed below:



## Master Services and Purchasing Agreement

### Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

### Direct Support

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**

Creating and monitoring RMAs remotely

### Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"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.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, 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, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. 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 My90; or
  - 22.7. use My90 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.



## Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



### Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.



## Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

### 1. Definitions.

- 1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **"Dedrone Hardware"** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **"Dedrone Software"** means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

### 2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v)), a ("Prohibited Use").

### 3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the



Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

#### 4. Data Protection.

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

#### 5. Ownership.

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User



## Master Services and Purchasing Agreement

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

**AN ORDINANCE FURTHER AMENDING TITLE 12 OF THE REVERE REVISED ORDINANCES RELATIVE TO CONSTRUCTION PROCEDURES FOR STREET AND SIDEWALK OPENINGS**

*Be it ordained by the City of Revere, MA as follows:*

**Section 1.** Section 12.04.080(C)(9) Construction Procedures - Street and Sidewalk Openings of the Revere Revised Ordinances is hereby amended by deleting the last paragraph and inserting in place thereof the following new paragraph:

The permittee shall be responsible for curb-to-curb restoration of the affected street, including all necessary appurtenant measures such as complete surface reconstruction, curbing, resetting utility structures (“bar holes”), compatible crack filling, tack coating, and infrared thermal integration of the pavement. The length of the required curb-to-curb restoration and all construction procedures shall be determined by a site inspection conducted with an authorized representative of the Department of Public Works. All restoration procedures shall be performed at the sole financial obligation of the permittee.