

Town of West Yellowstone

Tuesday, July 22, 2025

West Yellowstone Town Hall, 440 Yellowstone Avenue

The Town Council work session/meeting will be conducted in person and virtually using ZOOM, connect at zoom.us or through the Zoom Cloud Meetings mobile app.

Meeting ID: 893 834 1297.

WORK SESSION – 5:30 PM

FY 2026 Municipal Budget

Discussion

- Special Funding Requests
- General Fund

TOWN COUNCIL MEETING – 7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #7097 3H Construction, sewer line cleaning, \$24,888.00
#7100 T-Dubs, weed spray application, \$8,500.00
#7101 Tri-State, road base, \$6,503.22

Claims

Business License Applications: The Willows, 15 Hayden Street, guest cabins
Summit Soda, 216 Dunraven, mobile food vendor
QJA Properties Red House, 309 Nez Perce Unit B, residential rental

Minutes: **July 1, 2025 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

Police Officer Oath of Office – Officer Tristen Tallerico

NEW BUSINESS

Service Agreement – Sunflower Peak Planning

Discussion/Action

Resolution No. 821, Resort Tax Pledge Ratification Resolution

Discussion/Action

Axon Camera Contract

Discussion/Action

Resort Tax Waiver, Music in the Park

Discussion/Action

Correspondence and Meeting Reminders



Policy No. 16 (Abbreviated)
Policy on Public Hearings and Conduct at Public Meetings

Public Hearing/Public Meeting

- A public hearing is a formal opportunity for citizens to give their views to the Town Council for consideration in its decision-making process on a specific issue. At a minimum, a public hearing shall provide for submission of both oral and written testimony for and against the action or matter at issue.

Oral Communication

- It is the Council's goal that citizens resolve their complaints about service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to Town Council on matters of concern. Accordingly, the Town Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.
- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard immediately prior to the Council taking up the item for deliberation.
- Speakers must state their name for the record.
- Any citizen requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- If a response from the Council or Board is requested by the speaker and cannot be made verbally at the Council or Board meeting, the speaker's concerns should be addressed in writing within two weeks.
- Personal attacks made publicly toward any citizen, council member, or town employees are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command. Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or Town Manager.

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held prior to regular Tuesday meetings and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meetingroom.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at (406) 646-7795 or eroos@townofwestyellowstone.com.
- Official minutes of the Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of the approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.



Town of West Yellowstone Budget Request Form



All requests must be received by the Finance Director's office by 5:00 p.m. on June 27, 2025.

This form will be required to be considered for the FY25-26 budget process.

These funds are distributed out of the Town's fiscal year budget under legislative services. The Town Council has full discretion on the amount awarded each year.

Organization Name: West Yellowstone Foundation
Contact Name and Title: Carrie Coan, Executive Director
Contact Email: CarrieCoan@WestYellowstoneFoundation.org
Contact Phone: 406-646-1152
Requested Amount: \$25,000
Overall Budget Amount: \$172,890

Percent of budget that you are requesting: 14%

Description of Event or Activity:

The West Yellowstone Foundation's Public Transportation service has been in continuous operation since 1994. We provide year-round service from West Yellowstone to Big Sky, Belgrade, and Bozeman twice weekly, and seasonal service to Rexburg and Idaho Falls once weekly.

Description of Community Served:

Our program primarily serves seniors, low-income residents, seasonal employees, and others in our community who rely on safe, consistent transportation to access essential services, healthcare, and goods not available locally.

Anticipated Number of Participants:

We anticipate providing at least 1,900 rides in FY26.

Description of program goals:

Our goal is to ensure that all residents and visitors, particularly those without access to a personal vehicle, can travel safely and reliably to access medical care, groceries, education, and other essential services not available in West Yellowstone.

Projected economic impact:

In FY24, we provided 1,404 rides, 31% of which served seniors or individuals with disabilities. We expect similar ridership and demographic trends in FY25 and FY26. Reliable transit service reduces missed medical appointments, supports workforce stability, and increases local spending by connecting residents and visitors with regional services and job markets.

Received: June 26, 2025 kt

State the consequences if you don't receive these requested funds:

Without this funding, we would likely have to reduce service hours. This would have a significant negative impact on riders who depend on our service for weekly medical appointments in Bozeman and other essential trips. There are no alternative transportation options, which is especially challenging during winter. We are committed to pursuing diversified funding and are not requesting an increase in TOWY support.

List other funding sources and amounts:

56%	\$95,903	Montana Department of Transportation (5311, Transade & RTAP)
14%	\$25,000	Gallatin County (applied, not yet approved)
14%	\$25,000	TOWY (applied, not yet approved)
7%	\$12,707	Grant Funds (not yet approved)
4%	\$7,500	Rider Contributions (estimate based on prior years)
4%	\$6,780	Community Support Business/Individual Donations (estimate)

If you are asking for more funding than in previous years, what is the reasoning for this increase?

Not applicable

Are you receiving funds from the Town of West Yellowstone outside of the Special Budget Request form?

For Transit: We receive reimbursement from the Town's Social Services program for rider vouchers. In FY24, we received \$80. FY25 is trending similarly.

Is there anything else that you'd like to include in your narrative that we should know that is not elsewhere mentioned in the application?

We are working to secure alternative funding sources to keep our services affordable and sustainable. Our goal is to maintain current service levels without increasing our request from the Town.

Required Supplemental Documentation: Last Fiscal Year Balance Sheet, Last Fiscal Year Profit and Loss Statement and Current Budget

Carrie Coan

Signature of Applicant:



Date: June 23, 2025

Signature of Board Member (if applicable):

Amber Smith



If awarded, an outcome report is required.

West Yellowstone Foundation
Profit & Loss
 July 2023 through June 2024

06/26/25

Accrual Basis

	Bus Operations	TOTAL
Ordinary Income/Expense		
Income		
Bus Income	166,442.68	166,442.68
Direct Public Support	50.00	50.00
Total Income	166,492.68	166,492.68
Expense		
Advertising/Marketing	1,649.71	1,649.71
Dues & Subscriptions	1,194.52	1,194.52
Employee Training	1,132.60	1,132.60
Fuel	6,551.96	6,551.96
Insurance	9,891.99	9,891.99
Materials and Supplies	2,557.98	2,557.98
Medical	140.00	140.00
Miscellaneous	218.22	218.22
Office Supplies	921.14	921.14
Payroll Expenses	95,357.92	95,357.92
Professional Fees	6,501.44	6,501.44
Rent	80.00	80.00
Repairs & Maintenance	2,610.25	2,610.25
Travel & Meetings	126.84	126.84
Utilities	4,865.66	4,865.66
Vehicle Registration	111.61	111.61
Total Expense	133,911.84	133,911.84
Net Ordinary Income	32,480.84	32,480.84
Other Income/Expense		
Other Income		
Interest Income	521.25	521.25
Total Other Income	521.25	521.25
Other Expense		
Depreciation	15,969.11	15,969.11
Total Other Expense	15,969.11	15,969.11
Net Other Income	-15,447.86	-15,447.86
Net Income	17,132.98	17,132.98

West Yellowstone Foundation
Balance Sheet
 As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Basin Bank Checking .1%	
Artisan Gallery	7,113.00
AS Memorial Fund	14,751.00
BJ Casting Pond	91,832.00
Bus Account	111,551.00
Charitable Scholarship	44,084.00
Food Bank	12,407.00
Green Up WY	4,703.00
Housing	14,668.00
Wolverine Care	11,126.00
Basin Bank Checking .1% - Other	188,175.18
Total Basin Bank Checking .1%	500,410.18
FSB Bus MM 7433	70,069.35
FSB Gen Ops MM 7174	146,393.40
Petty Cash-5519	769.77
Total Checking/Savings	717,642.70
Total Current Assets	717,642.70
Fixed Assets	
Accumulated Depreciation	-219,135.17
Buildings	310,873.29
Equipment	3,686.49
Furniture and Equipment	1,974.00
Vehicles	118,013.00
Total Fixed Assets	215,411.61
Other Assets	
Montana Community Fund	
After School Endowment WYAS(a)	76,268.48
Cameron Comm Club WYCC(a)	44,214.75
Comm West Outreach WYCW (a)	55,007.25
Exp.Yellow Endowment WYFY(a)	139,130.60
Food Bank Endowment WYFB(a)	46,464.92
Smoking Water Endowment WYSW(a)	182,274.28
WYF Endowment WYRF(a)	508,581.67
Total Montana Community Fund	1,051,941.95
Vanguard Funds	
Total Stock mkt Idx Adm	
Robinson Award (0585-###9585)	186,996.15
Siegel BOD Grant (0585-###9607)	83,732.52
Total Total Stock mkt Idx Adm	270,728.67
Total Vanguard Funds	270,728.67
Total Other Assets	1,322,670.62
TOTAL ASSETS	2,255,724.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	1,687.76
Total Other Current Liabilities	1,687.76
Total Current Liabilities	1,687.76
Total Liabilities	1,687.76

10:05 AM
05/29/25
Accrual Basis

West Yellowstone Foundation
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
Equity	
Net Asset w/ Donor Restriction	1,268,142.00
Net Asset w/o Donor Restriction	643,657.33
Net Income	342,237.84
	<hr/>
Total Equity	2,254,037.17
	<hr/>
TOTAL LIABILITIES & EQUITY	2,255,724.93
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TRANSIT BUDGET - FY26

EXPENSES	
OPERATING (Fuel, Dispatch & Driver Payroll, Phones, materials & supplies, etc)	\$ 69,550.00
ADMINISTRATION (Drug Testing, Insurance, Accounting, Office Supplies, Utilities, Office Staff Payroll, Advertising, etc)	\$ 98,090.00
MAINTENANCE (Facility & Vehicle)	\$ 5,250.00
TOTAL EXPENSES	\$ 172,890.00

ANTICIPATED REVENUE	
MDT GRANT	\$ 90,723.00
Gallatin County	\$ 25,000.00
TOWY	\$ 25,000.00
Grant	\$ 12,707.00
RIDER CONTRIBUTIONS	\$ 7,500.00
Direct Community Support/Individ/Business Contribut	\$ 6,780.00
MDT TRANSADE	\$ 3,180.00
MDT RTAP Reimbursement	\$ 2,000.00
TOTAL REVENUE	\$ 172,890.00

Town of West Yellowstone Budget Request Form



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This form will be required to be considered for the FY25-26 budget process.

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Organization Name: Music in the Park Black Mountain Productions

Contact Name and Title: Jenny Jordan Board Chair/ Kristy Coffin Board Member

Contact Email: books@destinationyellowstone.com/ kcoffintbid@gmail.com

Contact Phone: 303-908-4196

Requested Amount: \$8,000.00

Overall Budget Amount: \$66,000

Percent of budget that you are requesting: 12%

Description of Event or Activity:

Black Mountain Productions is a non-profit 501(c)(3) organization whose goal is to bring family oriented live entertainment to West Yellowstone. Our main focus has been live music in the City Park. Music in the Park Concert series is a Free concert series. The "Music in the Park" series began in the summer of 2006 through the efforts of Black Mtn Productions and local support, visitors, employees, and local businesses continues to reinforce the value of this event.

Description of Community Served:

The Music in the park series is a Free concert series that is enjoyed by locals and visitors alike. This series of musical events will span multiple genres for a diverse and fun event throughout the summer season. This activity adds to the visitor experience while on vacation to Yellowstone and surrounding areas. Aliging the dates with other long standing events like 4th of July, Rod Run and POW Ride we expect to increase new attendees.

Anticipated Number of Participants: 7/4=2300, 7/16=750, 8/1-8/2= 1500, 8/16=650

Description of program goals: The 4th of July adds to existing events and is the most highly attended event. The Aug. 1st and 2nd dates align with the Rod Run event in hopes of higher attendee numbers with concert on Friday and Saturday. All negotiations have been finalized with the opening bands, as well as headliners, and deposits have been paid. We work hard to work with bands to get the best pricing especially if they are on route already. Goal is to increase year over year.

Projected economic impact: Studies have found that the more tourists are aware of festivals (or other music events), the more likely they are to book the destination offering events. Positive experiences mean return visitors to Yellowstone which correlates with increased spending when returning to a favorable destination. These visitors typically will extend stays around these types of events & activities.

State the consequences if you don't receive these requested funds:

The deposits for the 2026 Summer Music in the Park will not get made in time to book events and bands that have booking windows beginning in January. We lose forward momentum with scheduling acts in time.

We ONLY use these funds for the upcoming years deposits on bands.

We wont need these funds dispersed to our coffers until January 1, 2026.

List other funding sources and amounts: YellowstoneCountryGrant=\$3,000 (Equipment Only)

MAP Grant Request=\$16,565

Public Support Sponsorships=\$13,000

In Kind Lodging, Food, volunteer time=\$10,415

If you are asking for more funding than in previous years, what is the reasoning for this increase?

We are asking for less and we have determined we will have 4 weekends for the 2026 Summer Concert Series. The Board would like to keep the concert series to 4 per year and we are strategizing to keep band costs as low as we can. Prior years we have had more unexpected costs that we do not foresee for the Summer 2026 Concert Series

Are you receiving funds from the Town of West Yellowstone outside of the Special Budget Request form? MAP Grant Request for \$16,565.00 on July 1st.

Is there anything else that you'd like to include in your narrative that we should know that is not elsewhere mentioned in the application?

Music in the Park Summer Concert Series have been an ongoing activity for the community and visitors here in West Yellowstone. These events in West do not exist without the support of many volunteer hours, businesses, and Town of WY. We are grateful to be able to continue to bring these events to our community and to continue making West Yellowstone a premier destination for all who visit us.

Required Supplemental Documentation: Last Fiscal Year Balance Sheet, Last Fiscal Year Profit and Loss Statement and Current Budget

Signature of Applicant:  Date: 6/27/25

Signature of Board Member (if applicable): 

If awarded, an outcome report is required.

Black Mountain Productions

Profit & Loss

January through December 2024

	Jan - Dec 24
Income	
33000 · Loan From Louise	7,400.00
42000 · Town Special Funds	16,000.00
43000 · Grants	
43001 · MAP Grant	
43010 · 2024	20,015.75
Total 43001 · MAP Grant	20,015.75
43002 · West Yellowstone Foundation	
43020 · 2024 Grant	3,000.00
Total 43002 · West Yellowstone Foundation	3,000.00
43003 · Yellowstone Country	
43015 · 2023 Grant	7,000.00
Total 43003 · Yellowstone Country	7,000.00
Total 43000 · Grants	30,015.75
44000 · Donations	
44001 · Give Big Gallatin County	550.00
44002 · Day of Concert	14.00
Total 44000 · Donations	564.00
45000 · Sponsorship	11,615.00
Total Income	65,594.75
Expense	
60000 · Contract Labor	
60001 · Lighting Technician	2,500.00
60003 · Sound Technician	5,000.00
Total 60000 · Contract Labor	7,500.00
61000 · Advertising	
61100 · 2023 Advertising	1,330.00
61200 · 2024 Advertising	2,686.80
Total 61000 · Advertising	4,016.80
62000 · Bands	
62003 · Contracted Fee	23,750.00
Total 62000 · Bands	23,750.00
65000 · Equipment	
65003 · Trailer	168.93
65005 · Sound	1,395.40
Total 65000 · Equipment	1,564.33
65500 · Insurance	500.00
67000 · Legal	20.00
68000 · Licenses & Permits	
63002 · Licenses	50.00
68001 · Park Permit	25.00
Total 68000 · Licenses & Permits	75.00
69000 · Miscellaneous Expense	
69001 · Loan Repayment	8,700.00
Total 69000 · Miscellaneous Expense	8,700.00
71000 · Credit Card Processing Fee	43.84

→ \$700.00 for 2025 band deposits

10:20 AM
06/27/25
Cash Basis

Black Mountain Productions
Profit & Loss
January through December 2024

	<u>Jan - Dec 24</u>
72000 · Operations	
72001 · Postage	11.69
72002 · Printing and Copying	99.08
	<hr/>
Total 72000 · Operations	110.77
74000 · Repairs & Maintenance	
74001 · Stage Repairs	220.36
	<hr/>
Total 74000 · Repairs & Maintenance	220.36
75000 · Resort Tax	8.77
76000 · Storage	1,200.00
	<hr/>
Total Expense	47,709.87
	<hr/>
Net Income	17,884.88
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8:48 AM

06/27/25

Cash Basis

Black Mountain Productions

Balance Sheet

As of December 31, 2024

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
11001 · First Security Checking - 3239	11,932.37
Total Checking/Savings	<u>11,932.37</u>
Other Current Assets	
12000 · Undeposited Funds	2,250.00
Total Other Current Assets	<u>2,250.00</u>
Total Current Assets	<u>14,182.37</u>
Fixed Assets	
15000 · Furniture and Equipment	
15010 · Sound/Lighting Equipment	7,500.00
15015 · Trailer	9,801.00
Total 15000 · Furniture and Equipment	<u>17,301.00</u>
Total Fixed Assets	<u>17,301.00</u>
TOTAL ASSETS	<u><u>31,483.37</u></u>
LIABILITIES & EQUITY	
Equity	
32000 · Unrestricted Net Assets	13,598.49
Net Income	17,884.88
Total Equity	<u>31,483.37</u>
TOTAL LIABILITIES & EQUITY	<u><u>31,483.37</u></u>

Town of West Yellowstone Budget Request Form



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This form will be required to be considered for the FY25-26 budget process.

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Organization Name: Destination Yellowstone / West Yellowstone Chamber of Commerce

Contact Name and Title: Janna Turner, 4th of July Chair / Katrina Wiese, CEO

Contact Email: janna.turner@ourbank.com

Contact Phone: 406-641-0096

Requested Amount: \$15,000.00

Overall Budget Amount: \$20,000.00

Percent of budget that you are requesting: 75%

Description of Event or Activity:

Annual 4th of July Firework display and Parade.

Launch site for fireworks is located on the west side of Iris Street between Yellowstone Ave and Obsidian, making the show visible from nearly any location in Town. The parade route includes Yellowstone Ave, Dunraven, Gibbon and Canyon Street, passing by the majority of businesses in Town.

Description of Community Served:

Destination Yellowstone/West Yellowstone Chamber of Commerce along with it cooperating partners organize this annual celebration each year. We are very proud of the quality of show we as a small town are able to offer to both our residents and visitors. Because we are the closest location to Island Park and Big Sky that provide a display, we also draw guests from those areas.

Anticipated Number of Participants: An estimated 8000 to 9000 visitors and local community members.

Description of program goals: To provide our community and visitors a small-town Celebration that both enhances our visitors experience and brings community together.

Projected economic impact: An estimated 8000-9000 people are in Town for this event. They will be shopping, eating in restaurants and staying in our hotels. It is difficult to track the exact economic boost, but it has historically the busiest weekend for West Yellowstone.

State the consequences if you don't receive these requested funds:

We are committed to fireworks this year, but if we do not get funding, we will have to discontinue our firework show.

List other funding sources and amounts:

Local Business Donations: \$2,500.00

TBID: \$2,500.00

Big Sky Fireworks: \$4,228.31 (This is the amount they discount for us. Without the 20% discount, the show would cost \$21,141.56)

If you are asking for more funding than in previous years, what is the reasoning for this increase?

The increase in the cost of fireworks continues to rise. Big Sky Fireworks have been very generous and have limited our year to year increases to a minimum.

Are you receiving funds from the Town of West Yellowstone outside of the Special Budget Request form? No.

Is there anything else that you'd like to include in your narrative that we should know that is not elsewhere mentioned in the application?

We appreciate the support we have received from the Town of West Yellowstone to put this event on, not only financially but also the cooperation of local law enforcement and Public Works. We hope we will be able to continue this tradition for years to come with the help from the Town and our partners.

Required Supplemental Documentation: Last Fiscal Year Balance Sheet, Last Fiscal Year Profit and Loss Statement and Current Budget

Signature of Applicant:  Date: 6/27/25

Signature of Board Member (if applicable): _____

If awarded, an outcome report is required.

Destination Yellowstone - West Yellowstone Chamber of Commerce



4th of July Committee

	2025 Budget		2024 Actual	
			Budget	Actual
Income				
Donations-Businesses	\$2,500.00		\$5,000.00	\$4,330.00
Town of WY	\$15,000.00		\$10,000.00	\$10,000.00
TBID	\$2,500.00		\$2,500.00	\$2,500.00
	\$20,000.00		\$17,500.00	\$16,830.00
Expense				
Big Sky Fireworks	\$17,413.25		\$16,660.92	\$16,660.92
Advertising - Print/News	\$200.00		\$500.00	\$185.60
Admin Fee	\$450.00		\$450.00	\$0.00
Credit Card Fees	\$25.00		\$15.00	\$12.73
Hotel Rooms	\$0.00		\$800.00	\$850.72
Permit Fee	\$25.00		\$25.00	\$25.00
Parade Prizes	\$500.00		\$300.00	\$300.00
Postage Permit	\$25.00		\$25.00	\$25.00
Printing-Flyers/Maps	\$500.00		\$200.00	\$75.00
	\$19,138.25		\$18,750.92	\$18,134.97
Net Income	\$861.75			-\$1,304.97

West Yellowstone Chamber of Commerce-General
Profit & Loss
 June through October 2024

06/24/25

Cash Basis

	Jun - Oct 24
Ordinary Income/Expense	
Income	
General Income	
4400 · Events	
4405 · Contributions	12,380.00
4406 · Fourth of July	4,450.00
Total 4400 · Events	16,830.00
Total General Income	16,830.00
Total Income	16,830.00
Gross Profit	16,830.00
Expense	
6020 · Event Operations	
6025 · Event Production	
6027 · Fourth of July	17,948.93
6025 · Event Production - Other	-75.00
Total 6025 · Event Production	17,873.93
Total 6020 · Event Operations	17,873.93
6050 · Forest Service Expense	
6055 · Permits	0.00
Total 6050 · Forest Service Expense	0.00
6100 · Marketing & Promotions	
6180 · Printing Projects	245.50
Total 6100 · Marketing & Promotions	245.50
6300 · Operations	
6325 · Credit Card Processing Fees	12.73
Total 6300 · Operations	12.73
Total Expense	18,132.16
Net Ordinary Income	-1,302.16
Net Income	-1,302.16

West Yellowstone Chamber of Commerce-General Transaction Detail By Account

June through October 2024

Type	Date	Num	Name	Memo	Class	Clr	Split	Original Amount	Paid Amount	Balance
General Income										
4400 - Events										
4405 - Contributions										
Invoice	07/03/2024	FW24...	West Yellowstone TBID	Fireworks Donation	765 - Fire...		1100 - Accounts...	2,500.00	2,500.00	2,500.00
Invoice	10/01/2024	FW 20...	Funding Sources:278...	Fireworks Donation 2024	765 - Fire...		1100 - Accounts...	10,000.00	10,000.00	12,500.00
General Journal	10/31/2024	RUDD...		To clear out duplicate entries from prior...	765 - Fire...		5031 - OLD Sn...	-20.00	-20.00	12,480.00
General Journal	10/31/2024	RUDD...		To clear out duplicate entries from prior...	765 - Fire...		5031 - OLD Sn...	-100.00	-100.00	12,380.00
Total 4405 - Contributions									12,380.00	12,380.00
4406 - Fourth of July										
Deposit	06/18/2024		No Name	CREDIT CARD DONATION	765 - Fire...		1005 - Fourth of...	50.00	50.00	50.00
Deposit	06/28/2024	3306	Bullwinkle's Saloon G...	Fireworks Donation	765 - Fire...		1005 - Fourth of...	500.00	500.00	550.00
Deposit	06/28/2024	7210	Madison Hotel & Hostel	Fireworks Donation	765 - Fire...		1005 - Fourth of...	200.00	200.00	750.00
Deposit	07/01/2024	5267	Pete's Rocky Mountai...	Fireworks donation	765 - Fire...		1005 - Fourth of...	250.00	250.00	1,000.00
Deposit	07/03/2024		No Name	Donation	765 - Fire...		1005 - Fourth of...	500.00	500.00	1,500.00
Deposit	07/03/2024	4153	Yellowstone T Shirt C...	Donation	765 - Fire...		1005 - Fourth of...	1,000.00	1,000.00	2,500.00
Deposit	07/03/2024	023392	Westmart Building C...	Donation	765 - Fire...		1005 - Fourth of...	1,000.00	1,000.00	3,500.00
Deposit	07/08/2024	4097	No Name	LUPINE LLC	765 - Fire...		1005 - Fourth of...	100.00	100.00	3,600.00
Deposit	07/08/2024	5133	No Name	TRI STATE EXCAVATING	765 - Fire...		1005 - Fourth of...	250.00	250.00	3,850.00
Deposit	07/09/2024	1664	Nielsen, Angie	Donation	765 - Fire...		1005 - Fourth of...	100.00	100.00	3,950.00
Deposit	07/10/2024	36982	First Security Bank	Doination	765 - Fire...		1005 - Fourth of...	500.00	500.00	4,450.00
Total 4406 - Fourth of July									4,450.00	4,450.00
Total 4400 - Events									16,830.00	16,830.00
Total General Income									16,830.00	16,830.00
6020 - Event Operations										
6025 - Event Production										
6027 - Fourth of July										
Check	06/24/2024	25765	Funding Sources:208...	TURNER, J -Reimburse for payment to ...	765 - Fire...		1005 - Fourth of...	-850.72	-850.72	-850.72
Check	06/24/2024	25766	Funding Sources:208...	MT ENTERTAIN -Invoice # 5416	765 - Fire...		1005 - Fourth of...	-16,660.92	-16,660.92	-17,511.64
Check	07/02/2024	25776	Funding Sources:208...	FIRST PLACE 4TH OF JULY PARADE...	765 - Fire...		1005 - Fourth of...	-150.00	-150.00	-17,661.64
Check	07/02/2024	25777	Funding Sources:208...	SECOND PLACE 4TH OF JULY PAR...	765 - Fire...		1005 - Fourth of...	-75.00	-75.00	-17,736.64
Check	07/02/2024	25778	Funding Sources:208...	THIRD PLACE 4TH OF JULY PARAD...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	-17,736.64
Check	09/11/2024	25833	Funding Sources:208...	WESTMART -Job 1 Fourth of July sup...	765 - Fire...		1005 - Fourth of...	-26.69	-26.69	-17,763.33
Check	10/09/2024	25854	Funding Sources:208...	MADISONIAN, PRINT AD	765 - Fire...		1005 - Fourth of...	-185.60	-185.60	-17,948.93
Total 6027 - Fourth of July									-17,948.93	-17,948.93
6025 - Event Production - Other										
General Journal	10/31/2024	RUDD...		To clear out duplicate entries from prior...	765 - Fire...		5031 - OLD Sn...	75.00	75.00	75.00
Total 6025 - Event Production - Other									75.00	75.00
Total 6025 - Event Production									-17,873.93	-17,873.93
Total 6020 - Event Operations									-17,873.93	-17,873.93
6050 - Forest Service Expense										
6055 - Permits										
Check	06/24/2024	25764	Funding Sources:208...	TOWN OF WY - Fireworks permit	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Total 6055 - Permits									0.00	0.00
Total 6050 - Forest Service Expense									0.00	0.00
6100 - Marketing & Promotions										
6180 - Printing Projects										
Check	07/15/2024	25791	Funding Sources:210...	QUICKPRINT, INV 19084-4th of July P...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Check	07/15/2024	25791	Funding Sources:210...	QUICKPRINT, INV 19427-4th of July P...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Check	07/15/2024	25791	Funding Sources:210...	QUICKPRINT, INV 19314-4th of July P...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Check	07/15/2024	25791	Funding Sources:210...	QUICKPRINT, INV 19275-4th of July P...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Check	07/15/2024	25791	Funding Sources:210...	QUICKPRINT, INV 19407-4th of July P...	765 - Fire...	X	1005 - Fourth of...	0.00	0.00	0.00
Check	08/22/2024	25815	Funding Sources:210...	QUICKPRINT, INV 19427-4th of July P...	765 - Fire...		1005 - Fourth of...	-60.50	-60.50	-60.50
Check	08/22/2024	25815	Funding Sources:210...	QUICKPRINT, INV 19314-4th of July P...	765 - Fire...		1005 - Fourth of...	-60.50	-60.50	-121.00
Check	08/22/2024	25815	Funding Sources:210...	QUICKPRINT, INV 19275-4th of July P...	765 - Fire...		1005 - Fourth of...	-48.50	-48.50	-169.50
Check	08/22/2024	25815	Funding Sources:210...	QUICKPRINT, INV 19407-4th of July P...	765 - Fire...		1005 - Fourth of...	-76.00	-76.00	-245.50
Total 6180 - Printing Projects									-245.50	-245.50
Total 6100 - Marketing & Promotions									-245.50	-245.50
6300 - Operations										
6325 - Credit Card Processing Fees										
Deposit	06/18/2024		No Name	SQUARE PROCESSING FEE FOR 4T...	765 - Fire...		1005 - Fourth of...	-1.75	-1.75	-1.75
Deposit	07/03/2024		No Name	SQUARE PROCESSING FEE	765 - Fire...		1005 - Fourth of...	-14.80	-14.80	-16.55
General Journal	10/31/2024	RUDD...		To clear out duplicate entries from prior...	765 - Fire...		5031 - OLD Sn...	0.62	0.62	-15.93
General Journal	10/31/2024	RUDD...		To clear out duplicate entries from prior...	765 - Fire...		5031 - OLD Sn...	3.20	3.20	-12.73
Total 6325 - Credit Card Processing Fees									-12.73	-12.73
Total 6300 - Operations									-12.73	-12.73
TOTAL									-1,302.16	-1,302.16

Outcome Report

2024 Fourth of July Fireworks and Parade

Event Summary

Event Name:	4 th of July Fireworks and Parade
Event Date:	July 4, 2024
Organizer:	Destination Yellowstone/West Yellowstone Chamber of Commerce

Attendance Overview

Attendance:	Estimated 8000 to 9000 attendees
Donors:	Town of West Yellowstone, TBID, 11 local businesses
Volunteers:	6

Financial summary

Total funds raised:	\$16,830
Expenses:	\$18,132
Net funds raised:	\$(1,302.16)

Major donations:

- Town of West Yellowstone - \$10,000
- TBID - \$2,500
- Westmart Building Center - \$1,000
- Yellowstone T-Shirt Company - \$1,000

Key outcomes and highlights

July 4th is the busiest weekend our community sees in the summer. With that being said, our visitors have come to expect our small-town American Celebration. This fall I was visiting Cody, WY and talking to a local at one of their establishments. He said he drives over from Cody every year to come to our Parade and Fireworks. I found this an incredible compliment with Cody hosting the Stampede Rodeo, three separate nights of Parades and Fireworks. It's a testament that our small-town celebration is appreciated by so many.

Last year Music in the Park used an AI generated tracker to document the number of people that were in City Park alone. Those numbers steadily increased from the time the Parade started until the Fireworks. Attendance topped out at 3000 in the Park alone. Those numbers do not reflect the hundreds that park at the old airport and various campgrounds and hotels.

Contact Information

Report prepared by:	Janna Turner
Email:	Janna.Turner@ourbank.com
Phone:	406-641-0096

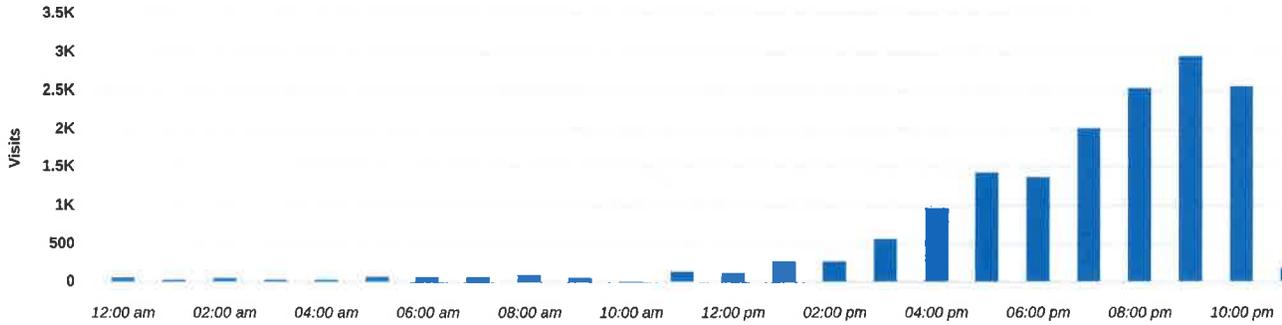


Hourly Visits

Jul 4 - Jul 4, 2024

Hourly Visits

● **West Yellowstone Town Park**
179-199 Firehole Ave, West Yellowstone, ...



Visits | Jul 4th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)



Town of West Yellowstone Budget Request Form



All requests must be received by the Finance Director's office by 5:00 p.m. on June 27, 2025.
This form will be required to be considered for the FY25-26 budget process.

These funds are distributed out of the Town's fiscal year budget under legislative services. The Town Council has full discretion on the amount awarded each year.

Organization Name: Destination Yellowstone

Contact Name and Title: Katrina Wiese, President/CEO

Contact Email: president@destinationyellowstone.com

Contact Phone: 406.646.7701

Requested Amount: \$83,000 (Estimated \$50K for Staffing & Operations & \$33K for VIC Bathrooms)

Overall Budget Amount: \$212,410.00

Percent of budget that you are requesting: Total: 39% (28% of Staffing/Operation & 100% Bathrooms)

Description of Event or Activity:

Staffing and operational expenses for the Visitor's Information Center and the cleaning and supply costs for the public bathrooms attached to the Visitor Information Center housed at the Chamber.

Description of Community Served:

The Visitor Information Center serves all visitors to our Town in addition to all businesses and residents. Likewise, the public bathrooms attached to our building serve the same community in addition to all YNP travelers who stop here to use the facilities, including tour buses. Many of these visitors, but not all by a long shot, come into the actual VIC.

Anticipated Number of Participants: Aprx. 200K people in the VIC and 1.5 million people in the VIC bathrooms, yearly.

Description of program goals: Keep both the VIC and the public bathrooms open for the community, year-round, for both residents and visitors.

Projected economic impact: The largest and most important part of what we do in the VIC is sell our community. We actively work at keeping visitors here in our hotels. We offer all of the amazing activities and amenities that our Town offers to entice visitors to extend their stay by a night or two. We are the central hub for the community.

State the consequences if you don't receive these requested funds:

Without this amount of money, the VIC would not be able to stay open 7 days a week, 8:00am-5:00pm from October - May of every year.

Also, the VIC public bathrooms would have to close, as neither the VIC or the Chamber could take on this expense.

List other funding sources and amounts: Chamber: \$2,960 + building, utilities & upkeep expenses
Yellowstone Country: \$45,000 (to be used May 2025 - October 2025) +\$5K VIC Enhancement Grant for Building
State Accommodations - Lodging Facilities Use Tax: \$70,000 (Increased from \$40K last year)
TBID: \$7,000 (To be set at a later date)

If you are asking for more funding than in previous years, what is the reasoning for this increase?

I am asking for the same amount as last year, however I am asking for flexibility within the \$83,000, as the amounts for both VIC staffing and operations and the VIC bathrooms are approximate. So I estimate that staffing & operations will be around \$50K and that the VIC bathrooms will be around \$33K. The flexibility to allot more to staffing if needed from the bathroom amount, or vice versa would be appreciated - all with invoices, receipts and payroll summary documentation of course.

Are you receiving funds from the Town of West Yellowstone outside of the Special Budget Request form? No

Is there anything else that you'd like to include in your narrative that we should know that is not elsewhere mentioned in the application?

Letter attached

Required Supplemental Documentation: Last Fiscal Year Balance Sheet, Last Fiscal Year Profit and Loss Statement and Current Budget

Signature of Applicant:  Date: 06.26.2025

Signature of Board Member (if applicable): _____

If awarded, an outcome report is required.



(406) 646-7701 PO Box 458 West Yellowstone, MT 59758 destinationyellowstone.com

June 26, 2025
Town of West Yellowstone
Town Council Members
PO Box 1570
West Yellowstone MT 59758

Dear Council Members,

I would like to submit a formal Letter of Request to the Town Council along with the Budget Request Form, asking for a continued partnership with the West Yellowstone Visitor Information Center as a financial contributor for FY25'-FY26' for both staffing and operational costs, as well as public bathroom cleaning and supply costs. The VIC is asking for fiscal support of a combined \$83,000 for FY25'-FY26' - Approximately \$50,000 for staffing and operational expenses for the VIC and \$33,000 for the public bathroom operational costs, which include cleaning and supplies (budget with operational expense detail attached).

Without this amount of money, the VIC would not be able to stay open 7 days a week, 8:00am-5:00pm from October - May of every year - severely impacting the visitor experience and resulting in extra strain upon the businesses of the town, as the visitor's will still have the same questions, but no one to go to for the answers or business recommendations they receive from the VIC staff. The West Yellowstone VIC is the busiest VIC in the entire State of Montana, we helped approximately 200,000 visitors last year - this year is pacing higher than that, currently up 10.54% YTD.

The bathroom cleaning costs will cover both the Men's & Women's bathrooms to be cleaned twice a day during the busy season of May-October and then once a day from November-April. It will also cover a deep clean once a year after the busy season wraps up. Without this money, the VIC public bathrooms would have to close, as neither the VIC or the Chamber could take on this expense. We very much appreciate the partnership with the Town of West Yellowstone and the previous funding and oversight since the bathrooms were constructed, but agree that it makes more sense for the VIC to oversee it.

The VIC staffing & operational expenses budget is funded through 5 different funding sources. We have secured financial contributions from Yellowstone Country (\$45,000 to be used May 2025 - October 2025) as well as a \$5K VIC Enhancement Grant for building upkeep and State Accommodations (Bed Tax - \$70,000). Destination Yellowstone (West Yellowstone Chamber of Commerce) continues to support financially (estimated to be at least \$2,960 for FY26'), as well as provide the space and means to which the Visitor Center resides. The West Yellowstone Tourism Business Improvement District (TBID) has written the VIC into their budget as a line item, but the amount won't be set until a later date when their budget is set. In the past we have received between \$7,000 - \$8,000 depending on their funding - this year we are estimating \$7K.

We feel we have been excellent stewards of Town funds over the years. Again, we thank you for your support and ask for the continued partnership and Special Fund Request in the Town's FY25'-FY26' budget in the amount of \$83,000 to be granted to the Visitor Information Center for staffing and operational expenses and public bathroom cleaning and supply costs.

Sincerely,


Katrina Wiese
President/CEO

Visitor Information Center Budget FY25-26

(July 1, 2025 - June 30, 2026)

FUNDING SOURCES	
Chamber of Commerce (In addition to building, utilities & upkeep)	\$ 2,960.00
Yellowstone Country Montana - Staffing (2025 Summer 5/1/25 - 10/30/25; 26K used in FY25)	\$ 19,000.00
Yellowstone Country Montana - Staffing (2026 Summer 5/1/26 - 10/30/26)	\$ 26,000.00
CVB State Accomodations (Bed Tax) - Staffing	\$ 70,000.00
West Yellowstone TBID - Staffing	\$ 7,000.00
Yellowstone Country Montana - VIC Grant	\$ 5,000.00
Town of West Yellowstone - Staffing & Bathrooms (Special Fund Request)	\$ 83,000.00
TOTAL FUNDING AVAILABLE:	\$ 212,960.00

LABOR	
Labor-Staff	\$ 160,000.00
OPERATIONS	
Payroll Processing	\$ 7,000.00
Staffing Software (Whentowork)	\$ 200.00
Centrylink: Phones (1/2 of total expense)	\$ 1,800.00
Safelink: WiFi Hot Spot (1/2 of total expense)	\$ 580.00
Brochure Storage & Moving (1/2 of total expense)	\$ 2,920.00
Computer IT	\$ 960.00
Supplies/Equipment	\$ 500.00
Building Maintenance	\$ 5,000.00
Staff Appreciation	\$ 450.00
VIC Bathrooms - Cleaning	\$ 25,000.00
VIC Bathrooms - Supplies	\$ 8,000.00
TOTAL LABOR & OPERATIONS:	\$ 212,410.00

6.6.2025

9:16 AM

06/27/25

Cash Basis

West Yellowstone Chamber of Commerce-General Profit & Loss

July 1, 2024 through June 27, 2025

VIC SUPPORT: TOWN OF W.Y. ONLY

Jul 1, '24 - Jun 27, 25

Ordinary Income/Expense	
Income	
5700 · VIC Support	
5720 · Town of West Yellowstone	40,000.00
5750 · VIC Bathroom Support	22,567.53
Total 5700 · VIC Support	62,567.53
Total Income	62,567.53
Gross Profit	62,567.53
Expense	
6000 · Administrative Expense	7,000.00
6010 · Contract labor	779.00
6300 · Operations	
6340 · Employee Recognition	730.78
6400 · Maintenance	
6405 · Building	3,774.67
6411 · Cleaning Service- VIC Bathroom	18,669.00
6425 · Public Restroom Supplies	4,976.34
Total 6400 · Maintenance	27,420.01
6500 · Supplies	
6510 · Office Supplies	206.58
Total 6500 · Supplies	206.58
Total 6300 · Operations	28,357.37
6600 · Payroll Expenses	
6610 · Fringe Benefit	2,361.63
6615 · Payroll	26,005.78
6620 · Workers Comp Insurance	60.55
Total 6600 · Payroll Expenses	28,427.96
Total Expense	64,564.33
Net Ordinary Income	-1,996.80
Net Income	-1,996.80

* Still have apx. \$ 2,726.73 of VIC bathroom
exp. being invoiced
Still have \$2,855.68 of VIC operational costs

West Yellowstone Chamber of Commerce-General Profit & Loss

06/25/25

July 1, 2024 through June 25, 2025

Cash Basis

	Jul 1, '24 - Jun 25, 25
Ordinary Income/Expense	
Income	
5700 · VIC Support	
5705 · State Accomodations	41,085.53
5715 · TBID	6,607.72
5720 · Town of West Yellowstone	40,000.00
5725 · Yellowstone Country	45,000.00
5750 · VIC Bathroom Support	22,567.53
Total 5700 · VIC Support	155,260.78
Total Income	155,260.78
Gross Profit	155,260.78
Expense	
6000 · Administrative Expense	7,000.00
6010 · Contract labor	779.00
6300 · Operations	
6340 · Employee Recognition	730.78
6400 · Maintenance	
6405 · Building	3,774.67
6411 · Cleaning Service- VIC Bathroom	18,669.00
6425 · Public Restroom Supplies	4,976.34
Total 6400 · Maintenance	27,420.01
6500 · Supplies	
6510 · Office Supplies	206.58
Total 6500 · Supplies	206.58
Total 6300 · Operations	28,357.37
6600 · Payroll Expenses	
6610 · Fringe Benefit	2,361.63
6615 · Payroll	133,876.85
6620 · Workers Comp Insurance	220.10
Total 6600 · Payroll Expenses	136,458.58
Total Expense	172,594.95
Net Ordinary Income	-17,334.17
Net Income	-17,334.17

11:47 AM
 06/25/25
 Cash Basis

West Yellowstone Chamber of Commerce-General
Balance Sheet
 As of June 25, 2025

	Jun 25, 25
ASSETS	
Current Assets	
Checking/Savings	
1000 · Main Company - 0203	
1001 · Building Reserve	52.16
1002 · Cash For General	26,028.70
1003 · Cycle Events	19,560.78
1004 · Event Reserve	25.30
1005 · Fourth of July	7,495.92
1006 · Kids N Snow Even	1,160.03
1006.5 · Kids N Snow - Ice Camps	3,492.00
1008 · Ice Fishing Event	13,575.11
1015 · Petty Cash	1,020.03
Total 1000 · Main Company - 0203	72,410.03
1007 · VIC Account - 9645	18,234.23
1010 · Direct Deposits - 5433	121.65
1017 · WY Trail Program Checking-2637	45,665.80
1018 · WY Trail Program Savings - 3498	754.62
1020 · State Accommodations - 4279	27,942.61
1025 · XC Ski Funds - 0657	
1026 · XC Operating Funds	10,563.36
1027 · XC Ski Festival	126,646.55
1025 · XC Ski Funds - 0657 - Other	2.47
Total 1025 · XC Ski Funds - 0657	137,212.38
Total Checking/Savings	302,341.32
Accounts Receivable	
1100 · Accounts Receivable	-3.51
Total Accounts Receivable	-3.51
Other Current Assets	
Cash Adjustment	26.00
1200 · CD Investment	
1211 · X-C CD 66000000528	11,242.04
Total 1200 · CD Investment	11,242.04
Total Other Current Assets	11,268.04
Total Current Assets	313,605.85
Fixed Assets	
1300 · Accum Depr - Primary Building	-278,779.73
1301 · Accum Depr - Primary Equipment	-49,487.84
1301.5 · Accum Amort - Primary Equipment	-30,870.02
1302 · Accumulated Dep - Groomer	-235,231.59
1303 · Accumulated Dep - XC Ski	-114,406.58
1320 · Building - Groomer	46,461.72
1321 · Building - Primary	464,038.24
1322 · Building - XC Ski	133,816.01
1330 · Equipment - Groomer	252,975.05
1331 · Equipment - Primary	112,699.18
1332 · Equipment - XC Ski	22,532.10
15100 · Accum Dep Site Improvements	-9,470.78
15200 · SE EXPO Site Improvements	9,727.75
Total Fixed Assets	324,003.51
TOTAL ASSETS	637,609.36

← only line applicable to the VIC - the rest is the Chamber the Chamber holds the books for the VIC.

11:47 AM
06/25/25
Cash Basis

West Yellowstone Chamber of Commerce-General
Balance Sheet
As of June 25, 2025

	<u>Jun 25, 25</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-0.01
Total Accounts Payable	-0.01
Other Current Liabilities	
2300 · Capital Lease Liability	9,209.80
Total Other Current Liabilities	9,209.80
Total Current Liabilities	9,209.79
Total Liabilities	9,209.79
Equity	
3000 · Fund Balance - Groomer	91,349.00
3001 · Fund Balance - Primary	458,335.95
3002 · Fund Balance - State Ad	13,648.00
3003 · Fund Balance - XC	81,558.00
3005 · SE Fund Balance	27,252.66
Net Income	-43,744.04
Total Equity	628,399.57
TOTAL LIABILITIES & EQUITY	<u><u>637,609.36</u></u>

Town of West Yellowstone Budget Request Form



All requests must be received by the Finance Director's office by 5:00 p.m. on June 27, 2025.
This form will be required to be considered for the FY25-26 budget process.

These funds are distributed out of the Town's fiscal year budget under legislative services. The Town Council has full discretion on the amount awarded each year.

Organization Name: West Yellowstone Senior Center

Contact Name and Title: Lindsey Charlton, Board Chair

Contact Email: charlton5126@gmail.com

Contact Phone: 931-551-1520

Requested Amount: 14,000.00

Overall Budget Amount: 39,000.00

Percent of budget that you are requesting: 35.9%

Description of Event or Activity:

Pickleball courts for the Electric Street Park.

Description of Community Served:

The whole West Yellowstone community including visitors.

Anticipated Number of Participants: unlimited, currently there are 30 locals that play.

Description of program goals: Our goal is to provide a safe space for seniors to play a sport they love.

Currently the tennis courts are used but the tape for picklball lines is causing tripping hazzards and

the number of players has outgrown the current space.

Projected economic impact: This project would allow West Yellowstone to become a destination

for mini tournaments on the picklball circuit. This could generate revenue to help pay for the necessary

repairs and upkeep.

State the consequences if you don't receive these requested funds:

It will take longer to complete project.

List other funding sources and amounts: WYF grant: 3000.00

Give Big: 800.00

Go Fund Me: 550.00

Business Donors: 12,000.00

Private/annonymous: 8,654.00

If you are asking for more funding than in previous years, what is the reasoning for this increase?

This is first time we have asked for special funding.

Are you receiving funds from the Town of West Yellowstone outside of the Special Budget Request form? no

Is there anything else that you'd like to include in your narrative that we should know that is not elsewhere mentioned in the application?

When the town built the tennis courts it cost a total of \$101,649.60 and the tennis community only raised \$26,300.00. We have raised over half of the cost of our project and in November of 2022 the park and rec board voted to repurpose the basketball courts into pickleball and then funding was an issue.

This is a great use of town funds and will benefit the whole community.

Required Supplemental Documentation: Last Fiscal Year Balance Sheet, Last Fiscal Year Profit and Loss Statement and Current Budget

Signature of Applicant: _____



Date: _____

6/19/2025

Signature of Board Member (if applicable): _____

If awarded, an outcome report is required.



West Yellowstone Senior Center
Po box 1592
West Yellowstone, Mt 59758

Project Summary

1) Project Title and Summary

Pickleball Court Project

Repurpose abandoned basketball courts space into two pickleball courts.

2) Location

Electric Street Park

3) Sponsor

West Yellowstone Senior Center, 501C3 Non-Profit Entity

4) Start Date

As soon as funding is secured.

5) Project Cost

\$39,806.00

Two courts, fencing, court colors, 4 Benches and 3 triangle shades.

6) History and Current Status

At the November 30, 2022 Park and Board meeting, Lindsey asked board to approve repurposing the Basketball courts at the electric street park into pickleball courts. The Board approved by voting unanimously. A quote was secured from Koch's Courts (the same company used for resurfacing tennis courts last year). Before John Sims left he had new blacktop added to basketball courts and leveled for base layer of pickleball courts. The west Yellowstone Senior Center has been applying for grant funding and fundraising with support from the pickleball group. Total collected to date is \$25,0004.00.

PICKLEBALL COURTS



- REPURPOSE & REVITALIZE ABANDONDED SPACE
- UTILIZE EXISTING FOOTPRINT
- PROVIDE A SAFE SPACE TO RECREATE
- OPEN TO THE PUBLIC AND APPEALS TO ALL AGES





3137 Hillcrest Drive, Bozeman, MT 59715
406-570-5182 • kochcourts@gmail.com • www.kochscourts.com

Contractor license #'s: MT #: 23561, ID #: 015592-D4, WA #: CC KOCHSTC885J3, ND #: 41042

Proposal

1/10/25

Submitted to:
Lindsey Charlton (931)551-1520

Project: Surface two new asphalt pickleball courts for the Town of West Yellowstone, MT in the city park (427 N Electric Street).

Work to be done: We propose to furnish the materials and perform the labor necessary for the completion of:

Surface two pickleball courts (75' width x 65 length')

-Patch around net posts if needed.

-Apply one coat Laykold NUSURF (highly flexible) acrylic resurfacer to the entire surface.

-Apply two coats of Laykold color to the entire surface (1 or 2 standard colors)

-Apply white, textured, primed pickleball playing lines per ASBA specs.

Price = \$19,990

Fencing

-Provide and install 6 Ft high chainlink fence driven through asphalt around the pickleball courts (280 LF) includes 2- 4Ft wide gates.

Install 1 court divider fence (50 LF)

-Provide and install 2 sets of pickleball sleeves, posts, center net anchors, and nets.

Galvanized fence option price = \$15,850

Black vinyl fence option price = \$17,650

Notes:

-New asphalt should be smooth with lots of fine aggregate. There will be extra charges for rough/porous asphalt that requires additional acrylic resurfacer.

-New asphalt should remain clean. There will be an extra charge to clean dirty asphalt.

-There could be extra charges to patch low/rough areas.

-Owner will provide water access (hose hookup) and garbage to the project.

-Add \$975 to total price if a third color in the kitchen area is wanted.

All the material is guaranteed as specified, and the above work to be performed as stated above and completed for the sum of: **TBD DOLLARS (\$TBD.00)** plus tax and any additional costs which may be incurred for additional work not in the job specification, insurance/bonding, prevailing wages, licensing, or legal requirements.

Payment terms: Monthly progress payments (materials or equipment ordered), 100% upon completion of the project.

Respectfully submitted by: Koch's Courts – Lorne Koch

*This proposal may be withdrawn if not accepted within 30 days.

*This agreement is contingent upon weather, material shortages/price increases, shipping, Labor, or other Issues/delays that are out of our control.

Accepted by: _____ Date: _____

Town of West Yellowstone
Park and Rec Advisory Board Meeting Minutes
November 30, 2022

Meeting was called to order at 17:10 hrs.

Board Members Present: Jenny Jordan, Liz Watt, Brandi Brown, Lindsey Charlton, Brian Benike, Jessica Picone, Ken Davis, Rachel Spence, Neil Cortis

Also in attendance: Dan Walker

Recorder of Minutes: Lindsey Charlton

Public Comment Period: No public comment

Ice rink to be flooded after next storm to be ready for kids n snow /stroll weekend.

Lindsey discusses resurface of tennis courts and adding pickleball courts. Lindsey met with the company that does resurfacing and is waiting for formal pickleball quote but did get the resurfacing quote for tennis courts at \$26,870.00. Lindsey request confirmation from board that we are moving forward with the tear out of old basketball court and adding 3-4 separate pickleball courts. Lindsey is working with the pickleball group to find grant funding to help fund project and the Senior Center Board agreed to be the fiscal sponsor. Ken has concerns over proposed bathroom location and space and recommends that in spring town should survey the area and make sure space allotted will be able to fit bathroom and courts. Ken Davis motions to approve adding 4 pickleball courts in the space. Rachel Spence Seconded. All in Favor. Motion passed.

Shortline Trail Update

Dan Walker shares design and asks board to attend a webinar on 1/18 from 12-1 to learn about the trail project and provide feedback. The Town has flap funding for 2025/2026 for construction. Liz adds that the board needs to think about the Skate Park and location. The company Bill Howell discussed with board at a previous meeting will take charge of the project but it will need to be approved by all entities involved along with having someone step up to be the point person.

Long Range Plan

Board agrees that a consultant should be hired to create a long range park plan. Jenny asks board to come up with ideas, suggestions, to give a future consultant direction to head in with a long range plan. This topic will be added to next agenda to allow board time to gather ideas.

Meeting adjourned: 17:50

Next Meeting: 1/11/2023



lindsey charlton <charlton5126@gmail.com>

RE: Tennis court

1 message

Lanie Gospodarek <lgospodarek@townofwestyellowstone.com>
To: lindsey charlton <charlton5126@gmail.com>

Mon, Mar 7, 2022 at 10:53 AM

Hi Lindsay, It looks like \$101,649.60 was spent on the tennis court. I kind of equate the community with the Town but it looks like the Tennis Association contributed \$26,300 and the town paid the rest.

From: lindsey charlton <charlton5126@gmail.com>
Sent: Saturday, March 5, 2022 7:44 PM
To: Lanie Gospodarek <lgospodarek@townofwestyellowstone.com>
Subject: Tennis court

Hey Lanie,

Can you please tell me what was spent on the Tennis courts? How much the community paid and what the town paid?

--

Lindsey Charlton

931-551-1520

West Yellowstone Senior Center			
Annual expenditure requests			
Operating supplies			\$ 2,100.00
Kitchen items			\$ 3,000.00
MOW gas			\$ 1,900.00
Trips to YNP			\$ 6,000.00
Needy Senior help			\$ 2,000.00
Produce Program			\$ 10,000.00
Pickleball Courts			\$ 10,000.00
			\$ 35,000.00

Current Balances year ending 6/2025

Main operating	\$ 16,694.40		
Grant Fund (produce accout)	\$ 15,012.20		
Pickleball fund	\$ 25,004.00		
Senior Help Fund	\$ 4,965.77		
CD	\$ 27,324.48		

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date _____ Ship Via Sewer Operating Fund

Order No. **7097** Department 5310-430600-357^{JB}

TO: 3H Construction

ADDRESS: PO Box 2250

Idaho Falls ID 83403

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
	<u>Sewer Line cleaning</u>
	<u>LIFT Station cleaning</u>

Estimated Cost \$ 24,888.00

Requested By: [Signature]

Accounting Code 5310-430600-357^{JB}

Authorized By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary

Approved By: _____

3H CONSTRUCTION LLC

PO Box 2250
Idaho Falls, ID 83403

Invoice

Date	Invoice #
7/14/2025	5197

Bill To
Town of West Yellowstone West Yellowstone, MT 59758

P.O. No.	Project	Terms
		Net 30

Description	Quantity	UM	Rate	Amount
Pipe Line Cleaning - Vac Truck	23,110	LF	0.80	18,488.00
Clean Lift Stations and Storm Drains	10	HR	400.00	4,000.00
Mobilization - Vac Truck - Initial	1	EA	800.00	800.00
Mobilization - Crew - Additional	8	EA	200.00	1,600.00

Thank you for your business.		Total	\$24,888.00
Phone #	Fax #	Payments/Credits	\$0.00
208-359-8009	208-359-1512	Balance Due	\$24,888.00

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date _____ Ship Via Road & Street Services

Order No. **7100** Department 1000-430200-357

TO: T-Dubs

ADDRESS: 6080 pheasant DR

Ammon, ID 83401-6020

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<u>Town -</u>	<u>Weed Spray Applications</u>
	<u>Spray For Invasive Weeds in Town Right of Way's</u>

Estimated Cost \$ 8,500.00 Requested By: [Signature]

Accounting Code 1000-430200-357¹⁰ Authorized By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary Approved By: _____

ESTIMATE

Traven Weldert
6080 Pheasant Dr
Ammon, ID 83401-6020

Info@tdubscustomspraying.com
+1 (208) 569-2781



Bill to
Jon Brown
Town of West Yellowstone

Estimate details

Estimate no.: 1138
Estimate date: 07/07/2025
Expiration date: 08/04/2025

#	Date	Product or service	Description
1.		Weed Spray Application	<p>Weed Spray Application: For all the agreed-upon areas to be treated using the most effective and advanced chemistries available, the estimated cost would be between \$7,000 and \$10,000. This range accounts for variations in the exact amount of chemical and labor used — you'll only be charged based on what is actually applied and executed.</p> <p>If we need to work within a specific budget, we do have flexible options. We can adjust the areas to be treated or modify the products used to better align with your financial goals.</p> <p>Please let me know if you'd like to make any changes, or how you'd like to proceed.</p>
2.		Fertilizer Bag	<p>50 lb bag of Fertilizer: bulk pricing 1-3 pallets (40 bags per pallet) of custom mixed fertilizer made with high amount of ammonium sulfate rather than Urea. Two different blends, 16-16-16-5 or 21-10-10-11. Both of these blends are awesome for establishing super healthy thick green lawns. Price per bag is \$28.67</p>

Total \$8,500.00

Note to customer

For all the agreed-upon areas to be treated using the most effective and advanced chemistries available, the estimated cost would be between \$8,000 and \$10,000. This range accounts for variations in the exact amount of chemical and labor used — you'll only be charged based on what is actually applied and executed.

Expiry date 08/04/2025

If we need to work within a specific budget, we do have flexible

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date _____ Ship Via Roads & Streets Dept

Order No. **7101** Department 1000-430200-357

TO: TRP State

ADDRESS: PO. Box 853

West yellow stone

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<u>212</u>	<u>yards of 3/4 Road Base gravel / Trucking and delivery</u>
<u>3.16</u>	<u>yards of washed sand</u>

Estimated Cost \$ 6,503.22 Requested By: [Signature]

Accounting Code 1000-430200-357^{JD} Authorized By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary Approved By: _____



P.O. Box 853
 11 Gibbon Ave.
 West Yellowstone, MT
 59758

Invoice

Date	Invoice #
6/25/2025	17945

1000 - 430200 - 357

Bill To
Town Of West Yellowstone P.O. Box 1570 West Yellowstone, MT 59758

Terms
Net 30

Qty	Description	Rate	Amount
	Invoice for materials delivered in May 2025		
87.7	Yards of 3/4" Road Base. Price includes trucking and delivery. 5/05/2025	30.25	2,652.93
40.46	Yards of 3/4" Road Base. Price includes trucking and delivery. 5/14/2025	30.25	1,223.92
84.08	Yards of 3/4" Road Base. Price includes trucking and delivery. 5/15/2025	30.25	2,543.42
3.16	Yards of Washed Sand. Price includes trucking and delivery. 5/23/2025	26.25	82.95
	Thank you for being a customer! Please call the office if you have any questions or concerns (406) 640.0216		

If you choose to pay with credit card, a 3% processing fee will be added to the total.

Total \$6,503.22

All invoices are due and payable upon receipt. Statements will be issued on past due accounts only. Past due accounts will be subject to a re-billing fee and finance charges will be added to all past due balances.

Payments/Credits \$0.00

Balance Due \$6,503.22

Phone #	E-mail
406-640-1094	skcoffin3@hotmail.com

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (6/25) ****								
52503	E	2673 First Bankcard	781.73					
	06/04/25	Supplies	79.99		LIBRY	2220 460100	220	101000
	06/04/25	Fishers copier	59.42		LIBRY	2220 460100	398	101000
	06/15/25	Membership Fee	14.99		LIBRY	2220 460100	398	101000
	06/17/25	Postage	10.50		LIBRY	2220 460100	311	101000
	06/21/25	Books	32.75		LIBRY	2220 460100	215	101000
	06/21/25	Supplies	26.99		LIBRY	2220 460100	220	101000
	06/23/25	Supplies	499.99		LIBRY	2220 460100	220	101000
	06/25/25	Supplies	34.23		LIBRY	2220 460100	220	101000
	06/29/25	Supplies	22.87		LIBRY	2220 460100	220	101000
*** Claim from another period (6/25) ****								
52504		2546 Century Link QCC	13.98					
	740829680	06/24/25 long dist chg	406-646-7600	13.98	DISPAT	1000 420160	345	101000
*** Claim from another period (6/25) ****								
52505		73 Westmart Building Center	4,544.06					
	06/27/25	Street Signals	1,140.17		STREET	1000 430200	243	101000
	06/27/25	Street Supplies	1,646.35		STREET	1000 430200	220	101000
	06/27/25	Street Vehicle repairs	73.61		STREET	1000 430200	361	101000
	06/27/25	SM Items of Equip	214.96		STREET	1000 430200	212	101000
	06/27/25	Equipment repairs	41.80		STREET	1000 430200	369	101000
	06/27/25	Sewer Sm items equip	151.96		SEWER	5310 430640	212	101000
	06/27/25	Water sm items equip	66.01		WATER	5210 430500	212	101000
	06/27/25	UPDL Sm items Equip	308.34		UPDL	1000 411252	212	101000
	06/27/25	UPDL Supplies	162.06		UPDL	1000 411252	220	101000
	06/27/25	Povah Supplies	67.32		POVAH	1000 411255	220	101000
	06/27/25	Parks Supplies	316.52		PARKS	1000 460430	220	101000
	06/27/25	Parks sm item of equip	265.71		PARKS	1000 460430	212	101000
	06/27/25	Clinic Buildinsmitemequip	79.75		CLINIC	1000 411251	212	101000
	06/27/25	LearnCtrsupplies	9.50		LRNCTR	1000 411254	220	101000
*** Claim from another period (6/25) ****								
52508		2952 DIS Technologies	865.00					
	16821	07/05/25 Monthly Managed IT		865.00	IT	1000 410580	355	101000
*** Claim from another period (6/25) ****								
52509		2421 NAPA Auto Parts	859.11					
	06/30/25	Napa Supplies	157.77		STREET	1000 430200	220	101000
	06/30/25	Napa repairs Supplies	34.48		STREET	1000 430200	361	101000
	06/30/25	Napa Equipmnt repairSupplies	666.86		STREET	1000 430200	369	101000
*** Claim from another period (6/25) ****								
52510	E	2673 First Bankcard	39.67					
	06/11/25	Postage	7.35		POLICE	1000 420100	311	101000
	06/23/25	Postage	5.35		POLICE	1000 420100	311	101000
	06/24/25	Supplies	26.97		POLICE	1000 420100	220	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 3 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52511		2558 Hebgen Basin Fire District	57,536.96					
	07/01/25	July 2025	49,753.67		FIRE	1000 420400	357	101000
	07/01/25	July 2025	7,783.29		FIRE	1000 420400	140	101000
		*** Claim from another period (6/25) ****						
52512	E	2673 First Bankcard	2,651.09					
	06/03/25	Quick print Supplies	45.00		SOCSER	1000 450135	220	101000
	06/10/25	Sum Rec Supplies	61.78		SUMREC	1000 460449	220	101000
	06/10/25	Sum Rec Supplies	133.89		SUMREC	1000 460449	220	101000
	06/10/25	Sum Rec Supplies	82.09		SUMREC	1000 460449	220	101000
	06/10/25	Sum Rec Supplies	181.98		SUMREC	1000 460449	220	101000
	06/11/25	Sum Rec Supplies	345.34		SUMREC	1000 460449	220	101000
	06/11/25	Help fund Supplies	105.84		HELP	7010 450135	220	101000
	06/11/25	Help Fund Spplies	42.24		HELP	7010 450135	220	101000
	06/11/25	Sum Rec Supplies	319.99		SUMREC	1000 460449	220	101000
	06/12/25	Sum Rec CPR	63.00		SUMREC	1000 460449	357	101000
	06/12/25	Training Soc Servisces	299.00		SOCSER	1000 450135	380	101000
	06/13/25	Canva	24.00		SOCSER	7010 450135	220	101000
	06/20/25	Sum Rec Entry Fees	267.12		SUMREC	1000 460449	871	101000
	06/17/25	Sum Rec Supplies	55.85		SUMREC	1000 460449	220	101000
	06/18/25	Adobe inc	-83.69		SOCSER	1000 450135	345	101000
	06/23/25	Adobe	299.76		SOCSER	1000 450135	345	101000
	06/24/25	Adobe	-239.22		SOCSER	1000 450135	345	101000
	06/24/25	SumRec CPR	42.00		REC	1000 460440	380	101000
	06/24/25	Soc Serv Supplies	49.55		SOCSER	1000 450135	220	101000
	06/24/25	Help Fund Supplies	31.99		HELP	7010 450135	220	101000
	06/24/25	Soc Ser Supplies	16.98		SOCSER	1000 450135	220	101000
	06/25/25	Soc Ser Supplies	18.96		SOCSER	1000 450135	220	101000
	06/26/25	Soc Ser furniture	132.79		SOCSER	1000 450135	364	101000
	06/27/25	Help Fund Sm items equip	85.39		HELP	7010 450135	212	101000
	06/27/25	Soc Ser Supplies	27.88		SOCSER	1000 450135	220	101000
	06/27/25	Help Fund Supplies	63.66		HELP	7010 450135	220	101000
	06/27/25	Help Fund Supplies	81.98		HELP	7010 450135	220	101000
	07/02/25	Sum Rec Supplies	95.94		SUMREC	1000 460449	220	101000
		*** Claim from another period (6/25) ****						
52513		2952 DIS Technologies	740.00					
	16791 07/05/25	Monthly IT	740.00		IT	1000 420160	398	101000
		*** Claim from another period (6/25) ****						
52514	E	2673 First Bankcard	4,379.02					
	06/04/25	ConferenceForsyth	247.60		DISPTH	1000 420160	370	101000
	06/04/25	Supplies	108.31		DSPTCH	1000 420160	220	101000
	06/05/25	Supplies	42.58		DSPTCH	1000 420160	220	101000
	06/06/25	TransUnion Background	150.00		POLICE	1000 420100	398	101000
	06/13/25	Sm Equipment	1,949.99		DSPTCH	1000 420160	212	101000
	06/17/25	Care of PrisSupplies	41.03		POLICE	1000 420230	220	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 4 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	06/27/25	Computer Supplies	1,599.99		DSPTCH	1000 420160	216	101000
	06/17/25	Care of PrisSupplies	38.55		POLICE	1000 420230	220	101000
	06/30/25	Care of PrisSupplies	116.99		POLICE	1000 420230	220	101000
	06/30/25	Supplies	8.98		DSPTCH	1000 420160	220	101000
	07/02/25	TransUnionBackground	75.00		POLICE	1000 420100	398	101000
52515		2852 Blackfoot Communications	1,969.47					
	07/01/25	646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345	101000
	07/01/25	646-5119, police station Dispa	40.53		DISPCH	2850 420750	345	101000
	07/01/25	646-5141, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	07/01/25	646-5185, town hall alarm	40.53		TWNHAL	1000 411250	345	101000
	07/01/25	646-7311, social services	20.00		SOCSRV	1000 450135	345	101000
	07/01/25	646-7481, povah elevator	58.16		POVAH	1000 411255	345	101000
	07/01/25	646-7511, town hall fax	40.53		TWNHAL	1000 411250	345	101000
	07/01/25	646-7609, public works	26.46		PUBSVC	1000 430200	345	101000
	07/01/25	646-7650, police station fax	40.53		DISPCH	2850 420750	345	101000
	07/01/25	646-7715, povah center	25.05		POVAH	1000 411255	345	101000
	07/01/25	646-7795, town hall	232.37		TWNHAL	1000 411250	345	101000
	07/01/25	646-7845, court clerk	9.28		COURT	1000 410360	345	101000
	07/01/25	646-9017, library	44.05		LIBRAR	2220 460100	345	101000
	07/01/25	646-9027, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	07/01/25	ethernet, library	300.00		LIBRAR	2220 460100	345	101000
	07/01/25	ethernet, povah center	146.26		POVAH	1000 411255	345	101000
	07/01/25	ethernet, police station	359.95		POLICE	1000 411258	345	101000
	07/01/25	ethernet, town hall	272.00		TWNHAL	1000 411250	345	101000
	07/01/25	ethernet, public works shop	125.00		STREET	1000 430200	345	101000
	07/01/25	602-4909, town hall judge	14.58		COURT	1000 410360	345	101000
	07/01/25	602-4894 Town hall Court Clerk	1.10		COURT	1000 410360	345	101000
	07/01/25	602-4897 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4898 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4900 town hall	5.25		TWNHAL	1000 411250	345	101000
	07/01/25	602-4901 town hall	5.25		TWNHAL	1000 411250	345	101000
	07/01/25	602-4902 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4903 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4904 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4905 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/01/25	602-4906 Library Main desk	1.10		LIBRY	2220 460100	345	101000
	07/01/25	602-4907 Library Director	1.10		LIBRY	2220 460100	345	101000
	07/01/25	602-4908 Povah Ctr	11.10		POVAH	1000 411255	345	101000
	07/01/25	602-4949 Town Hall	11.10		TWNHAL	1000 411250	345	101000
	07/01/25	6024044 Soc Ser Pantry	10.00		SOCSER	1000 450135	345	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 5 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52517	E	2088 Town West Yellowstone 07/08/25 DeferredProsecutionAgreement	685.00 685.00		TOWN	1000 362000		101000
								*** Claim from another period (6/25) ****
52519	E	2964 CITI CARDS	1,879.86					
		06/05/25 Amazon-supplies	15.10		STREET	1000 430200	220	101000
		06/06/25 Amazon-supplies	32.99		STREET	1000 430200	220	101000
		06/10/25 Pete's Pizza-PW	119.44		ADMIN	1000 410210	220	101000
		06/12/25 Lodging-DW	170.80		ADMIN	1000 410210	370	101000
		06/16/25 Amazon-supplies	99.99		ADMIN	1000 410210	220	101000
		06/16/25 Amazon-supplies	253.65		ADMIN	1000 410210	220	101000
		06/17/25 Hanks-TC meeting	122.57		LEGIS	1000 410100	220	101000
		06/26/25 Adobe	155.88		ADMIN	1000 410210	220	101000
		07/01/25 MT League Registration KT	210.00		FINADM	1000 410510	370	101000
		07/01/25 MT League Regis DW-BW-ER	570.00		ADMIN	1000 410210	370	101000
		07/01/25 Marketplace-supplies	29.94		LEGIS	1000 410100	220	101000
		07/01/25 Ernies-TC meeting	99.50		LEGIS	1000 410100	220	101000
								*** Claim from another period (6/25) ****
52520		2 Forsgren Associates P.A.	26,285.80					
		125283 06/25/25 WWTP	26,285.80		WWTP	5320 430640	951	101000
								*** Claim from another period (6/25) ****
52523	E	2323 Montana Department of Revenue	43,086.49					
		06/30/25 WWTP	43,086.49		WWTP	5320 430640	951	101000
								*** Claim from another period (6/25) ****
52525		2845 Kastig, Kauffman & Mersen, PC	9,960.00					
		239689 06/30/25 Legal Fees	9,960.00		LEGAL	1000 411100	352	101000
								*** Claim from another period (6/25) ****
52526		3492 Triple S Cleaning and Remodeling	1,920.00					
		05312025 05/31/25 06.2025 Park Bathroom Cleani	900.00		PARKS	1000 411253	357	101000
		05312025 05/31/25 06.2025 Bathroom Cleaning Su	60.00		PARKS	1000 460430	220	101000
		06302025 06/30/25 07.2025 Park Bathroom Cleani	900.00		PARKS	1000 411253	357	101000
		06302025 06/30/25 07.2025 Bathroom Cleaning Su	60.00		PARKS	1000 460430	220	101000
								*** Claim from another period (6/25) ****
52527		1514 Verizon Wireless	647.05					
		23 Smartphones						
		06/20/25 640-0108, Police	40.31		POLICE	1000 420100	345	101000
		06/20/25 640-0141 Street SP	40.30		STREET	1000 430200	345	101000
		06/20/25 640-0159 Street SP	40.31		STREET	1000 430200	345	101000
		06/20/25 640-0606 911 Dispatch	40.31		911	1000 420160	345	101000
		06/20/25 640-1103, Operator SP	40.31		STREET	1000 430200	345	101000
		06/20/25 640-1460, Library Dir, SP	40.31		LIBRAR	2220 460100	345	101000
		06/20/25 640-1461, S & W operator, SP	40.31		SEWER	5310 430600	345	101000
		06/20/25 640-1462, S & W Super, SP	40.31		WATER	5210 430500	345	101000
		06/20/25 640-1463, Deputy PSS, SP Sspnd	40.31		PARKS	1000 460430	345	101000
		06/20/25 640-1472, Ops Mgr, SP	40.31		ADMIN	1000 410210	345	101000

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	06/20/25	640-1676, Rec Coor, SP	40.31		REC	1000 460440	345	101000
	06/20/25	640-1754, COP, SP	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-1755, Police	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-1756, Police	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-1757, Police	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-1758, Head Dispatcher	40.31		DSPTCH	1000 420160	345	101000
	06/20/25	640-1759, Police	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-7547,WS Super	40.31		SEWER	5310 430600	345	101000
	06/20/25	640-9074, PSS, SP	40.31		STREET	1000 430200	345	101000
	06/20/25	640-2354 Social Services	40.31		SOCSER	1000 450135	345	101000
	06/20/25	640-2629 City Judge	40.31		COURT	1000 410360	345	101000
	06/20/25	640-7108 Police Officer	40.31		POLICE	1000 420100	345	101000
	06/20/25	640-7873 Equip Operator	40.31		STREET	1000 430200	345	101000
	06/20/25	Credit	-280.07		POLICE	1000 420100	345	101000
		*** Claim from another period (6/25) ****						
52528	E	2789 WEX Bank	5,144.47					
	06/30/25	10 JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	06/30/25	91 Ford 6-582	313.65		STREET	1000 430200	231	101000
	06/30/25	Larue D55 SnowBlower	0.00		STREET	1000 430200	231	101000
	06/30/25	Grader	0.00		STREET	1000 430200	231	101000
	06/30/25	14 Water Truck	437.43		STREET	1000 430200	231	101000
	06/30/25	2010 JD 772 Grader	216.32		STREET	1000 420100	231	101000
	06/30/25	92 SS Blower-Yellow	0.00		STREET	1000 430200	231	101000
	06/30/25	02 Freightliner Dump 6-54564A	0.00		STREET	1000 430200	231	101000
	06/30/25	08 GMC Pickup 6-1484	302.67		STREET	1000 430200	231	101000
	06/30/25	JD Loader 624P	196.71		STREET	1000 430200	231	101000
	06/30/25	08 CAT 938H Loader	203.30		STREET	1000 430200	231	101000
	06/30/25	08 904B MiniLoader	63.01		STREET	1000 430200	231	101000
	06/30/25	15 Ford F-250	177.89		STREET	1000 430200	231	101000
	06/30/25	18 2018 Dodge Ram-PW	238.19		STREET	1000 430200	231	101000
	06/30/25	18 Dodge Ram-Police	390.58		POLICE	1000 420100	231	101000
	06/30/25	19 Dodge Durango PD	0.00		POLICE	1000 420100	231	101000
	06/30/25	Multi-Use Vehicle - Sienna	33.64		FINADM	5210 430500	231	101000
	06/30/25	Multi-Use Vehicle - Sienna	75.32		POLICE	1000 420100	231	101000
	06/30/25	Multi-Use Vehicle - Sienna	55.96		HELP	7010 450135	231	101000
	06/30/25	06 Dodge Durango 6-2010	62.03		STREET	1000 430200	231	101000
	06/30/25	Dumptruck	0.00		STREET	1000 430200	231	101000
	06/30/25	15 Sweeper 6-1151	299.39		STREET	1000 430200	231	101000
	06/30/25	'00 FL Dumptrk 6-60700A	0.00		STREET	1000 430200	231	101000
	06/30/25	'14 Ford Intercep	0.00		POLICE	1000 420100	231	101000
	06/30/25	PD Dodge Ram#1	0.00		POLICE	1000 420100	231	101000
	06/30/25	PD Dodge Ram#2	66.65		POLICE	1000 420100	231	101000
	06/30/25	01 Frht truck #1	0.00		STREET	1000 430200	231	101000
	06/30/25	01 Frht truck #2	0.00		STREET	1000 430200	231	101000
	06/30/25	19 Dodge 5500	205.28		STREET	1000 430200	231	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 7 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	06/30/25	'17 Chevy 3/4 ton white	96.52		WATER	5210 430500	231	101000
	06/30/25	'17 Chevy 3/4 ton white	96.53		SEWER	5310 430600	231	101000
	06/30/25	'13 Chevy 3500	365.42		STREET	1000 430200	231	101000
	06/30/25	77 Int'l Dump 6-1368	0.00		STREET	1000 430200	231	101000
	06/30/25	Pickup 6-1450	40.75		STREET	1000 430200	231	101000
	06/30/25	2022 Ford F-150 Police	247.30		POLICE	1000 420100	231	101000
	06/30/25	Tractor	0.00		STREET	1000 430200	231	101000
	06/30/25	2010 Ford Exped6-000046	55.46		HELP	7010 450135	231	101000
	06/30/25	SS Blower Green	0.00		STREET	1000 430200	231	101000
	06/30/25	24 Police F-150 #1 PD	73.36		POLICE	1000 420100	231	101000
	06/30/25	24 Police F-150 #2 PD	262.70		POLICE	1000 420100	231	101000
	06/30/25	Police F-150 Blue	568.41		POLICE	1000 420100	231	101000
		*** Claim from another period (6/25) ****						
52529	E	2673 First Bankcard	568.34					
	06/09/25	Sm Items of Equip	172.95		STREET	1000 430200	212	101000
	06/07/25	Coolerfor Povah Freezerroom	239.56		POVAH	1000 411255	212	101000
	06/13/25	Adobe	19.99		STREET	1000 430200	870	101000
	06/24/25	Adobe credit	-12.41		STREET	1000 430200	870	101000
	07/01/25	PovahFreezerCurtinStrip	148.25		POVAH	1000 411255	212	101000
52532	E	2357 US Bank	227,386.06					
	06/25/25	WWTPLoanBPrincipal	172,000.00		WWTP	5320 490500	610	101000
	06/25/25	WWTPLoanBInterest	55,386.06		WWTP	5320 490500	620	101000
52557		3472 WYSSA CLUB ASSOCIATION	60.00					
	07/15/25	Membership for Tallerico	60.00		POLICE	1000 420100	335	101000
52558		660 Swiss Precision Landscaping	704.04					
	25-1114 07/15/25	planting of tree on Canyon	704.04		STREET	1000 430200	221	101000
52559		2500 Black Mountain Productions	4,141.25					
	26-02 07/02/25	music in the park event	4,141.25		MAP	2101 410130	398	101000
52560		2893 Wild Bill Productions, LLC	30,000.00					
	Wildbill 07/07/25	Wild Bill Days	30,000.00		MAP	2101 410130	398	101000
52561		3116 R & R Lock and Key, LLC	1,545.00					
	2918 07/03/25	Key replacements	1,545.00		POVAH	1000 411255	212	101000
52562		3417 SCHMIER FAMILY PARTNERSHIP	3,000.00					
	011355 07/01/25	Stage-Storage	3,000.00		PARKS	1000 460430	357	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 8 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52563		3520 Quantum Print and Stitch LLC	54.08					
	610692	07/03/25 Yard signs	54.08		PARKS	1000 460430	212	101000
52564		2551 TK Elevator	600.40					
	300870118	07/01/25 Elevator maintenance	600.40		POVAH	1000 411255	350	101000
52565		3241 Bridger Analytical Lab	330.00					
	2507178	07/10/25 water treatment	330.00		WATER	5210 430500	348	101000
52566		3433 National Barricade & Sign Co.	2,122.00					
	40160	07/09/25 Road signs	2,122.00		STREET	1000 430200	220	101000
52567		3245 4 Corners Recycling LLC	3,500.00					
	5660	07/01/25 Box rental	3,500.00		PARKS	1000 460430	534	101000
52568		171 Montana Food Bank Network	1,063.58					
	AOR-36797-	07/10/25 Food items Social Seviles	1,063.58		S.S.	7010 450135	220	101000
52569		3416 Desert Inn	116.00					
	2413	07/01/25 Lodging Voucher	58.00		HELP	7010 450135	370	101000
	2412	07/01/25 Lodging Voucher	58.00		HELP	7010 450135	370	101000
52570		3431 Abril Garcia	110.00					
		07/03/25 Summer Rec Entrance Fee	110.00		SUMREC	1000 460449	871	101000
52571		999999 JEFFERY MORRIS DUNSON, JR.	201.00					
		07/08/25 Exonerated Bond-Dunson	201.00		COURT	7469 212401		101000
52572		2214 MMCT & FOA	200.00					
		07/01/25 Membership Dues 25-26	50.00		FINADM	1000 410510	335	101000
		07/01/25 Membership Dues 25-26	50.00		FINADM	1000 410510	335	101000
		07/01/25 Membership Dues 25-26	50.00		ADMIN	1000 410210	335	101000
		07/01/25 Membership Dues 25-26	50.00		ADMIN	1000 410210	335	101000
52573		3311 ClearGov Inc.	12,676.30					
	17550	07/01/25 Clear Gov renewal	5,250.00		FINADM	1000 410510	356	101000
	17551	07/01/25 Clear Gov renewal	7,426.30		FINADM	1000 410510	356	101000
*** Claim from another period (6/25) ****								
52574		2952 DIS Technologies	825.00					
	16756	06/30/25 Monthly IT	825.00		IT	2220 460100	355	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 10 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (6/25) ****								
52588		3317 3H Construction LLC	24,888.00					
	5197	06/30/25 Cleaning withVac Truck	24,888.00		SEWER	5310 430600	357	101000
52590		2099 Quick Print of West Yellowstone	53.00					
	21051	07/17/25 Business Cards-BW	53.00		ADMIN	1000 410210	220	101000
*** Claim from another period (6/25) ****								
52591		2455 Tri State Excavating, LLC	6,503.22					
	17945	06/25/25 Road Base in May 2025	6,503.22		STREET	1000 430200	357	101000
*** Claim from another period (6/25) ****								
52592		3462 Midnight Auto	3,740.51					
	84	06/30/25 RepairsDodgedurango	1,735.14		STREET	1000 430200	361	101000
	83	06/30/25 RepairsFordExpedition	2,005.37		STREET	1000 430200	361	101000
52593		2896 Montana Occupational Health	771.00					
	20402	07/09/25 Physical Exam Tallerico	771.00		POLICE	1000 420100	351	101000
52594		2893 Wild Bill Productions, LLC	1,500.00					
	07/14/25	Refund Event RT Bond	1,500.00		RT	2100 214000		101000
52595		375 Black Mountain Software Inc.	28,023.60					
	08253	07/01/25 UB Software	2,283.88		WATER	5210 430570	355	101000
	08253	07/01/25 UB Software	2,283.87		SEWER	5310 430670	355	101000
	08253	07/01/25 Cemetery Solftware	1,929.95*		CEMETR	2240 430900	355	101000
	08253	07/01/25 Sales Tax Software	1,464.10*		RT	2100 410540	355	101000
	08253	07/01/25 BMS Software	20,061.80		FINADM	1000 410510	356	101000
*** Claim from another period (6/25) ****								
52596		1514 Verizon Wireless	560.14					
	7 laptops							
	06/20/25	223-2779 586 Laptop	80.02		POLICE	1000 420100	345	101000
	06/20/25	333-8121 Head DsptchLaptop	80.02		DSPTCH	1000 420160	345	101000
	06/20/25	640-0121 Laptop	80.02		POLICE	1000 420100	345	101000
	06/20/25	640-2195 683 laptop	80.02		POLICE	1000 420100	345	101000
	06/20/25	640-2551 COP laptop	80.02		POLICE	1000 420100	345	101000
	06/20/25	641-0184 686 laptop	80.02		POLICE	1000 420100	345	101000
	06/20/25	641.0207 681 laptop	80.02		POLICE	1000 420100	345	101000
*** Claim from another period (6/25) ****								
52598		547 WY Chamber of Commerce	2,556.73					
	towyo72025	07/14/25 Reimburse VIC Cleaning 6/2	2,556.73		LEGIS	1000 410100	870	101000

07/18/25
14:16:49

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/25

Page: 11 of 12
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52599		307 Summit Fire & Security, LLC	425.00					
	3389298	07/16/25 Inspectionof firesystemTwnhll	425.00		TWNHLL	1000 411250	357	101000
		# of Claims	70	Total:				634,377.59
		Total Electronic Claims	287,486.89	Total Non-Electronic Claims				346890.70



Town of West Yellowstone Business License Application

Business Name: The Willows
 Applicant: Atanas Markov
 Contact Person: Maritza Markov
 Mailing Address: P.O. Box 995
 Physical Address of Business: 15 Hayden St.
 Phone Number: 406-640-1199 Fax Number: _____
 Email Address: haydencabins@outlook.com Website: thewillowswymt.com

Signature of Property Owner of Record: _____

Subdivision: WEY
 Block: 23 Lot: 9

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Change of Location
- Transfer of Ownership
- Name Change

- Is this business licensed by the State of Montana? Yes No
- Appropriate Town/County/Health Dept approvals (if applicable) Yes No (please attach) in the process
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

Hotel/Motel 8 individual units, 1 King bed each with 2 person max occupancy.
Total 8 Kingbeds, 16 person max occupancy. 1 individual office/laundry unit. 9 units total. 8 of them nightly rentals

Business License Fee: \$74
 Resort Tax Bond: \$500
 Total Amount Due: \$574

Atanas Markov
 Signature of Applicant
Maritza Markov
 Signature of Applicant
6-27-25
 Date

FOR OFFICE USE ONLY			
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____
Date <u>4/30/25</u>	Check # <u>1070</u>	Amount \$ <u>574.00</u>	License # _____
SCN _____	BLP _____	STX _____	RDX _____



Town of West Yellowstone Business License Application

Business Name: Summit Soda
 Applicant: Bridger Booth
 Contact Person: Bridger Booth
 Mailing Address: 852 E Millbrook Way
 Physical Address of Business: "216 Dunraven St, West Yellowstone, MT 59758",
 Phone Number: 801-721-1713 Fax Number: _____
 Email Address: bridgerbooth17@gmail.com Website: _____

Signature of Property Owner of Record: _____

Subdivision: _____
 Block: _____ Lot: _____

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Change of Location
- Transfer of Ownership
- Name Change

- Is this business licensed by the State of Montana? Yes No
- Appropriate Town/County/Health Dept approvals (if applicable) Yes No (please attach)
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

We will have 1 truck that is parked at the One Horse Motel, with 2 tables for seating and all items will be stored in _____
 the truck or in Bountiful Utah at 852 e Millbrook Way Bountiful Utah

Business License Fee: \$ _____
 Resort Tax Bond: \$ _____
 Total Amount Due: \$ _____

 Signature of Applicant

 Signature of Applicant
 July 18th 2025

 Date

FOR OFFICE USE ONLY			
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____
Date _____	Check # _____	Amount \$ _____	License # _____
SCN _____	BLP _____	STX _____	RDX _____



Town of West Yellowstone Business License Application

Business Name: QJA Properties Red House

Applicant: Edine Alexander

Contact Person: _____

Mailing Address: P.O. Box 162

Physical Address of Business: 309 Nez Perce Ave Unit B

Phone Number: 406-640-7007 Fax Number: _____

Email Address: moqibus@aol.com Website: _____

Signature of Property Owner of Record: Edine Alexander

Subdivision: Mad Add

Block: 11 Lot: 11B

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Change of Location
- Transfer of Ownership
- Name Change

- Is this business licensed by the State of Montana? Yes No
- Appropriate Town/County/Health Dept approvals (if applicable) Yes No (please attach)
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

Residential Rental 1 unit

Business License Fee: \$ 53.00

Resort Tax Bond: \$ _____

Edine Alexander
Signature of Applicant

Total Amount Due: \$ 53.00

Signature of Applicant
June 25, 2025
Date

FOR OFFICE USE ONLY			
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____
Date <u>6/25/25</u>	Check # <u>1</u>	Amount \$ <u>53.00</u>	License # _____
SCN _____	BLP _____	STX _____	RDX _____

Town of West Yellowstone
Town Council Meeting
July 1, 2025

TOWN COUNCIL MEMBERS PRESENT: Mayor Jeff McBirnie, Brian Benike, Travis Watt, Jeff Mathews, Lisa Griffith

OTHERS PRESENT: Town Manager Dan Walker, Town Clerk Liz Roos, Finance Director Katie Thompson, Chief of Police Chris Wigner, Town Attorney Jane Mersen is present virtually by Zoom

Present by Zoom: Jan Neish-Island Park News,

The meeting is called to order by 2025 Mayor Jeff McBirnie at 5:30 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

The meeting is being broadcast over the internet using a program called Zoom.

WORK SESSION

Mayor Jeff McBirnie calls the meeting to order. The purpose of the work session is to discuss the FY 2026 budget, Special Revenue and Enterprise funds. McBirnie turns the meeting over to Finance Director, Katie Thompson. Thompson reports that resort tax collections so far this season are good, but they do try to be conservative when building the budget. She anticipates that by next year, they will have a three-year trend to refer to. She reports that the money that is invested in STIP is earning just shy of 5% and doing well. She explains that MAP Fund collections look stable as well as resort tax collections in general. She points out budgets for summer recreation scholarships, library operations, cemetery, ARPA funds, and 911 Emergency funds. Thompson highlights the existing bonds for the 80 acres and Siegel Learning Center, the Town Hall bond was paid off this year. The MAP Fund Advisory Board has recommended \$200,000 for the MAP fund budget for FY 2026. Scholarship money for summer rec comes from an endowment held by the Foundation, which is expected to produce \$15,000 this year.

The group also reviews the Enterprise funds, which support the water and sewer systems. She explains the revenue for the wastewater treatment plant and loan payments. She points out funds budgeted for training and equipment. The group reviews expenditures budgeted for both water and sewer funds. The SCADA system is included, estimated to cost \$400,000, to operate the new wastewater treatment plant. The group discusses the need for a dump truck in the future to haul the solids generated at the plant. Thompson reports on a conference call she recently participated in with the various funding agencies for the wastewater treatment plant.

Public Comment Period

John Greve addresses the Council and proposes that the Town approach the Post Office about putting up additional bulletin boards at the Post Office. He says that a second board in both locations of the Post Office should be reserved for official public notices.

Council Comments

Travis Watt thanks the police, public works, and emergency services for all their support at the recent events in Town. McBirnie thanks Interim Superintendent Jon Brown for painting the parking lines in the downtown interior parks, which seem to be help with parking congestion.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #7086 to Mountain Valley for magnesium chloride application for \$17,600. (Benike, Mathews)
- 2) Motion carried to approve Purchase Order #7089 to Joe Johnson Equipment for repairs to the sweeper for \$8792.00. (Benike, Watt)
- 3) Motion carried to approve Purchase Order #7091 to Sweet Electric to install a street light at the corner of Dunraven & Yellowstone Avenue for \$8000. (Benike, Watt)

- 4) Motion carried to approve Purchase Order # 7096 to Contract Design to purchase new tables and a lectern for the Town Hall for \$9453.84. (Benike, Watt)
- 5) Motion carried to approve the claims, which total \$4,658,655.50 (Watt, Mathews) Watt abstains from claim #52551 to the West Yellowstone Chamber of Commerce.
- 6) Motion carried to approve the minutes of the June 17, 2025 Town Council Meeting. (Watt, Mathews) Griffith is opposed, motion passes.
- 7) Motion carried to approve the recommendation from the Marketing and Promotions Fund Advisory Board Wild Bill Days event 2025 for \$30,000 (Watt, Mathews)
- 8) Motion carried to approve the recommendation Music in the Park (Watt, Benike)
- 9) Motion carried to approve the recommendation from the Wretched Mess fest (Watt, Benike)
- 10) Motion carried to approve Change Order #3 from the contractor for RSCI for the wastewater treatment plant project for \$25,440 for the purpose of upgrading the rebar on the south side of the building. (Watt, Benike) Mathews is opposed, motion passes.
- 11) Motion carried to accept the recommendation and award the bid for Wellhouse #3 project to Bridger Built Construction for \$130,000. (Watt, Benike)
- 12) Motion carried to accept the recommendation and award the bid for the Police Chief office remodel for \$90,000. (Watt, Mathews)
- 13) Motion carried to approve the contract for FY 2026 with Greater Yellowstone Cleaning Services for cleaning of municipal buildings. (Benike, Watt)
- 14) Motion carried to approve the Outside Amplification Permit for the 4th of July Parade and Fireworks Event permit. (Watt, Benike)
- 15) Motion carried to appoint Brian Benike to represent the Town on the 80 Acres Infrastructure Ad Hoc Committee. (McBirnle, Mathews)

DISCUSSION

- 2) Brown comments that this piece of equipment is a specialty item and he is unhappy with what they are being charged for travel time. He has reached out to another mechanic who can work on it if they supply the parts, which they will likely have to still purchase from Joe Johnson equipment.
- 3) Benike asks why they received a discount on this job. Brown responds that he really hounded them to get this done and was able to negotiate a better price.
- 7-9) John Greve addresses the Council on behalf of the MAP Fund Advisory Board. He reports that the board has recommended awarding \$30,000 for Wild Bill Days 2025, Music in the Park 2025 for \$16,565, and Wretched Mess Fest for \$27,700.

Katrina Mann thanks the Town and employees for all the assistance they received for the event this year. She says they received a lot of support from the community, the location was great, and overall they were happy with the success of the event. She mentions that they raised over \$23,000 for a needy family and have raised over \$100,000 for charitable causes since they started the events several years ago. She says they sold 1200 tickets this year and had over 1500 in attendance including giveaways this year.

- 10) Dave Noel of Forsgren Associates, Inc., addresses the Town Council. He updates the Council on the progress at the wastewater treatment plant project. He says the project is approximately 30% complete and they are on-track for the project. The intent is to construct the building this summer so they can work inside the building through the winter but hoping for substantial completion by spring/summer of 2026. He explains that determined that the plans for the south footing of the building were mislabeled and had incorrect steel bars, which resulted in a change order of \$25,440 and 5 additional working days. However, the latest schedule adds 14 additional calendar days. He says a portion of the change order involves additional footings for the rebar, which will require \$8714.70 worth of work. He says that Forsgren is willing to credit that amount back to the Town from their next bill due to the oversight. Mathews contends that since the error was made by Forsgren, the Town should not have to pay for any of it. Noel clarifies that they are only asking the Town to pay for the additional steel, which is more expensive and should have been labeled in the plans originally. The \$25,440 change order includes the additional 14 days of work, but the will not be charged for more labor. Mathews also questions how many inspectors are on-site. Noel explains that there is one full-time inspector on-site, but occasionally a different inspector fills in. Camille Miller, one of the engineers, is typically on-site once a week. Mathews inquires why one of the inspectors didn't catch the error. Noel explains that the job of the inspector is to ensure that the contractor builds the project according to the plans. Brown observed that the rebar did not look correct and the error was discovered. Mathews asks what happens if they do not approve the change order. Noel responds that the wall would not meet code and the wall would possibly have cracks. Mathews says that it would have been nice to have this information sooner than 20 minutes ago. Benike says that he thinks it is important to make sure they do things right. Watt and McBirnie agree that it is unfortunate but mistakes happen and they need to move forward. Grube inquires if they reviewed to ensure there is no other rebar mislabeled, Noel confirms. Brown says that he continually reviews what is going on with the project and he is confident that the contractor and Forsgren are doing a great job and encourages the council members to visit the project.
- 11-12) Kyle Scarr and Scott H of TD&H report that they received and reviewed bids from Bridger Built Construction for Well House #3 and Police Chief Office remodel. They describe the projects and explain that they anticipated the scope of both projects to come in between \$90,000 and \$120,000. The bid for the Police Station came in at \$90,000 and the Wellhouse at \$130,000. H explains that the Wellhouse project required that the Town could turn the well on at any time during construction, which added a cost. They have conducted reference checks and recommend awarding the bids to Bridger Built Construction. Griffith clarifies that Bridger Built has worked in West Yellowstone before. Walker responds that they recently replaced the roof at the Stage Coach Inn and also replaced the roof on the Town Hall – which did not leak last winter for the first time since it was built. Scarr also explains that Bridger Built did inquire about the cost associated with the additional insurance for the project. Walker says they will ask the Town Attorney to review the insurance requirements and make a recommendation about whether they could reduce the requirement.
- 13) Griffith asks what the savings will be with this contractor. Thompson responds they anticipate saving about \$20,000 this year by switching contractors. Watt asks if Thompson is the staff liaison for this use. Thompson responds that it would usually be the public services superintendent, but he is very busy, so she took on this project.
- 15) Mayor McBirnie explains that the purpose of this committee is to streamline the planning of the infrastructure in the 80 acres committee, to meet with representatives of the local utility companies, Fire Chief, and Town staff. Walker explains that the committee will start meeting in August. Mathews asks how this committee will interact with the Planning Board. Walker responds and says they will interface as necessary and assist the engineer as the development is planned.

- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports that the West Yellowstone Housing Coalition met yesterday, discussed development and housing options for the 80 acres. Walker reports that he has reached out to the NRMEDD (Northern Rocky Mountain Economic Development District) to engage their assistance on some upcoming projects. He thanks Brown for his efforts to get rid of the abandoned vehicles that were stored on Town property last week. He also points out the annual report from the Regional Housing Coalition that was included in the packet. He also thanks all the Town departments for their efforts to get the community read for a safe and fun 4th of July.

The meeting is adjourned at 7:45 PM.

Mayor

ATTEST:

Town Clerk

TOWN OF WEST YELLOWSTONE

ON BEHALF OF THE STATE OF MONTANA AND THE TOWN OF WEST YELLOWSTONE

Be it known to all that on this date, **Tristen Tallerico**,
took the following oath of office:

“I do solemnly swear (or affirm) that I will support, protect and defend the Constitution of the United States of America and the Constitution of the State of Montana, and the Charter of the Town of West Yellowstone, and that I will discharge the duties of my office with fidelity (so help me God).”

Let it be recognized to all that on this date, **Tristen Tallerico**,
by taking this oath of office was duly sworn in as a Peace Officer for the
Town of West Yellowstone and the State of Montana.

Mayor Jeff McBirmie
Town of West Yellowstone

Date

Tristen Tallerico
Police Officer

Date



**TOWN OF WEST YELLOWSTONE
AGREEMENT FOR PLANNING
SERVICES**

THIS AGREEMENT is made by and between: the **TOWN OF WEST YELLOWSTONE**, 440 Yellowstone Avenue, Montana 59758 (the “TOWN”); and Sunflower Peak Planning (“CONTRACTOR”).

In consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. Scope of Work. CONTRACTOR shall perform all labor to complete the Scope of Work set out in its proposal for Planning Services dated June 19 attached here as Exhibit 1.

2. Term: The Term of this Agreement is from July 23, 2025, to August 31, 2026.

3. Compensation. TOWN shall pay CONTRACTOR its hourly rate as set out in Exhibit 1.

4. Contract Representatives. CONTRACTOR shall name Scott Hazleton as its contact person who shall receive and examine the documents supplied by the TOWN, act as the liaison between the TOWN and the CONTRACTOR and respond to requests from the TOWN in writing promptly. CONTRACTOR will not release information to any third party without prior written approval from the TOWN’S contact person. TOWN shall name Daniel Walker as the Town’s representative to act as the liaison between the TOWN and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the performance of the Scope of Work

5. Additional Provisions. The Parties agree to be bound by all of the provisions set out on page 2 of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement for Services consisting of 2 total pages plus any referenced attachments.

TOWN

CONTRACTOR (EIN. #_____)

Date: _____

Date: _____

PLEASE SEE BACK FOR ADDITIONAL PROVISIONS

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1. Default and Remedies. The parties agree each term contained herein is material and of the essence. This Agreement may be terminated by either party immediately should the other party fail to perform in accordance with any term or condition of this Agreement after it fails to cure within ten days written notice.

2. Insurance. CONTRACTOR shall carry comprehensive general liability insurance that includes bodily injury, property damage, in the amount no less than \$1,500,000 for each claim and \$1,500,000 for each occurrence and Automobile liability in the amount of \$1,500,000 combined single limit. Certificates of Insurance evidencing the above, naming Town of West Yellowstone as an additional insured, must be supplied within five days of executing this Agreement. Such certificate shall require no less than 15 days' notice of cancellation to TOWN. Any insurance carried by CONTRACTOR shall include no exclusions related to toxic substances or hazardous waste. CONTRACTOR shall put TOWN on immediate notice of any changes or cancellation in coverage. As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to TOWN within ten (10) days of executing this Agreement. CONTRACTOR shall require all subcontractors to meet the same insurance coverage, make the same certifications as above and require the certificates to be forwarded to TOWN within ten days of entering the subcontract.

3. Laws and Regulations. CONTRACTOR shall comply with all applicable state, federal and local laws and regulations (including safety, equal opportunity and labor preference) now in effect. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from TOWN.

4. Liens. CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold TOWN free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced.

5. Waiver, Indemnification, Damages.

CONTRACTOR waives any and all claims and recourse against TOWN or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional acts or concurrent or sole negligence of TOWN or its officers, agents or employees.

CONTRACTOR will indemnify, hold harmless, and defend the TOWN and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses, and attorney's fees rising out of or resulting from CONTRACTOR'S wrongful acts, errors, omissions, or negligence, or from Contractor's failure to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement. In the event of an action filed against TOWN resulting from CONTRACTOR'S performance under this Agreement, TOWN may elect to represent itself and incur all costs and expenses of suit.

CONTRACTOR agrees to reimburse the TOWN for

all damages caused to TOWN property or property owned by other parties, by CONTRACTOR in performing its duties under this Agreement. These obligations shall survive termination of this Agreement.

6. Independent Contractor. CONTRACTOR and its consultants and subcontractors shall at all times be considered independent contractors. Notwithstanding its obligation to fulfill the Scope of Work herein, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or discretion over their performance under this Agreement and in fact.

TOWN will not be responsible for withholding any state or federal taxes or social security, nor will the Town extend any of the benefits to the CONTRACTOR that it extends to employees. The CONTRACTOR is required to maintain necessary records and withholding.

7. Attorney's Fees. It is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Town Attorney.

8. Venue. An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

9. Notice. All notices and certifications made pursuant to this agreement shall be delivered to the addresses above by first class mail, certified mail or personal delivery in care of the person set forth in Section 3 of this Agreement. A party shall give the other notice of any change in address.

10. Interpretation.

a. This Agreement shall be governed and interpreted according to the laws of the State of Montana.

b. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement.

c. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

11. Time Is of the Essence. The time of complying with this Agreement is of the essence and a violation is a material breach.

12. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

13. Entire Agreement. This document represents the entire and integrated Agreement between the TOWN and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both TOWN and CONTRACTOR.

14. Non-Assignment. TOWN and CONTRACTOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither TOWN nor CONTRACTOR shall assign this Agreement without the written consent of the other.

15. Execution of Agreement. The Clerk/Treasurer of the TOWN will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

RESOLUTION NO. 821

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, TO RATIFY THE TOWN'S PLEDGE OF ONE MILLION DOLLARS OF THE ONE PERCENT RESORT TAX COLLECTION TO PAY BOND OBLIGATIONS

WHEREAS: On April 23, 2024, the Town Council of the Town of West Yellowstone adopted Resolution No. 800 in which it undertook an obligation to issue a \$15,000,000 Series 2024B Bond for the construction of its new wastewater treatment facility; and

WHEREAS: as part of Resolution No. 800, the Town Council agreed to pledge up to One Million Dollars (\$1,000,000.00) from the One Percent Resort Tax, (approved pursuant to election conducted on November 5, 2019, and codified at Chapter 3.12 of the West Yellowstone Municipal Code); and

WHEREAS: as part of Resolution No. 800, The Town Council agreed to make payments on the Series 2024 B Bond loan on January 1 and July 1 of each year until the full amount of the bond is repaid; and

WHEREAS: Section 3.12.140 of the West Yellowstone Municipal Code provides, in part, that all or a portion of the tax moneys derived from any resort tax of the Town or any other source of revenue authorized by the legislature to be imposed or collection by the Town may be pledged by the Town Council for the repayment of or as security for the repayment of bond or other obligations of the Town that finance or refinance costs of eligible projects; and

WHEREAS: The Town's new wastewater treatment facility is an eligible project for financing with the One Percent Resort Tax; and

WHEREAS: Section 6.8 of Resolution No. 800 provides that the Town pledged and appropriated \$1,000,000 from the One Percent Resort Tax Revenues to the Revenue Bond Account each fiscal year for application to the payment of debt service on the loans, reserving the right to reduce the amount of the Pledged Resort Tax Revenues if other net revenues of the sewer system are sufficient to meet the debt service and agreeing that if the Resort Tax revenues were not sufficient to meet the debt service, the Town will increase the rates, charges and rentals charged for the use or availability of the System as necessary to satisfy the Town's payment obligation on the loans.

THEREFORE, BE IT RESOLVED:

The Town Council has reviewed Section 6.8 "Pledge of Resort Tax Revenues" in Resolution No. 800 and hereby ratifies, in full, the Pledge of Resort Tax Revenues as set out

therein.

This resolution is made in anticipation of the issuance by the Town of an additional series of sewer system revenue bonds in the maximum principal amount of \$15,000,000. This resolution confirms, and does not modify or affect, the obligation of the Town to pledge and appropriate Resort Tax Revenues to the repayment of the Town's sewer system revenue bonds in the manner and with the effect set forth in Resolution No. 800. This resolution does not and shall not be construed to mean that any further action is needed by the Town Council in connection with the ongoing pledge and appropriation of the Resort Tax Revenues.

DATED this _____ day of _____, 2025.

Jeffrey McBirnie
Mayor

ATTEST:

Elizabeth Roos
Town Clerk

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. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize 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.
- 7.7. **Third-Party Software and Services.** Use of 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, 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 for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design 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.

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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 more End Users than the Quote specifies. 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 and TASER CAM 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
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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.
9. **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.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors 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.
11. **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.
12. **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>.
13. **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.

14. **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.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees 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.

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.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to 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.

15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

15.1., The 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**")

15.2. 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.

15.3. 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.

15.4. 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.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. 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;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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- 16.7. 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
- 16.8. 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.
- 16.9. **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.
17. **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.
18. **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.
19. **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.
20. **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.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

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>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>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 has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies</p>
<p>Users go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</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>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • 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
<p>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</p>
<p>User go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & 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>System set up and configuration</p> <ul style="list-style-type: none"> • 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
<p>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</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • 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
<p>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</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • 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
<p>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.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>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.</p>

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'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 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.**

- a. **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.
- b. **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.

<p>Disclosures</p> <ul style="list-style-type: none"> • 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"> 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
<p>Training</p> <ul style="list-style-type: none"> • 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. • 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.
<p>Go-Live Plan</p> <p>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.</p>
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</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

delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

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.

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 BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC 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 BWC 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 BWC 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 BWC 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 BWC 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 Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 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/ 10, OSP 7/10, OSP Plus, or OSP 7/10 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. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 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. **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.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

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6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
 7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **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.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **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.
 11. **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:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. 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 or 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 Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") 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 Fleet 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 Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, 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.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **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.
- 4.2. **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.
- 4.3. **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.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** 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.
- 5.2. **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.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet 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 Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet 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.

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 only available in the United States, including any U.S. territories. 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.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, 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.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe 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. Customer will not have the ability to 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.
3. **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.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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 on 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 may 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:

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- 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.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** 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.

4. **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. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.

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 good and 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).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration 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.
3. **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.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration 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 Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **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.

2. **Full-Time TAM Scope of Services.**

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. The Full-Time TAM **Service options are listed below:**

<p>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</p>
<p>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</p>
<p>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</p>
<p>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</p>
<p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services**

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. The Regional TAM service options are listed below:

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

- 4. **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.
- 5. **TAM Leave Time.** The TAM will be allowed up 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. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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



Master Services and Purchasing Agreement

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

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 right, title, and interest 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
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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 be 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
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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 notifying 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
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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 integrations 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.

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize 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 within a Quote, 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. **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.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms 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 right, 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 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
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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.

Black Mountain Productions

PO Box 458

West Yellowstone, MT 59758

Town Council Members –

I am writing to request the \$1500.00 resort tax bond be waived for the Music in the Park series (7/4, 7/19, 8/1, 8/16).

Thank for your consideration,

Jennifer L. Jordan

Chair – Black Mountain Productions

A handwritten signature in blue ink that reads "Jennifer L. Jordan, PT". The signature is written in a cursive style with large, flowing loops.