



**SPPM Field Trial Agreement**

This Agreement grants the right to your law enforcement agency ("Agency" or "you") to use the Signal Performance Power Magazine ("SPPM") (the "Product") developed by TASER International, Inc. ("TASER") without charge for evaluation in the field for a period of four (4) weeks (the "Trial Period"). TASER may extend the Trial Period.

- 1 **Product.** TASER agrees to provide Agency with 10 SPPMs for evaluation by the Agency for the Trial Period.
- 2 **Agency Obligations.** You agree to use the Product only for the purpose of evaluating the Product. You agree to provide TASER with a detailed report of the results of your evaluation within 30 days after completion of the Trial Period. You agree to not (a) reproduce, modify or reverse engineer the Product; or (b) rent, sell, lease, loan, or otherwise transfer the Product to any person or entity for any period of time. You agree that TASER shall have the right to use (e.g., reproduce, prepare derivatives, transfer) the report of your evaluation results in TASER's training, marketing and sales materials.
- 3 **Return of Product.** You agree to either return the Product to TASER within 10 days after the end of the Trial Period or any extensions thereof, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to TASER's standard sales terms and conditions. If any individual piece of the Product is not returned to TASER at the end of the Trial Period or any extension thereof, then TASER will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes. Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. TASER will retain all data stored in the Product for the purpose of evaluating the Product's performance. Product is to be returned via the RMA process to: TASER International, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.
- 4 **Termination.** Termination of this Agreement occurs at the earlier of the end of the Trial Period or extension thereof or seven (7) days after TASER provides written notice of termination to you. Upon termination of this Agreement all of your rights under this Agreement terminate.
- 5 **IP Rights.** TASER owns and reserves all right, title, and interest in and to the Product. You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.
- 6 **Confidentiality.** Subject to the disclosure obligations in Arizona's public records law, You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third person or entity and only to those people of your Agency who have a need to know.

**7 Miscellaneous.**

- 7.1 Entire Agreement; Modification; Severability; Survival.** This Agreement is the entire agreement between TASER and you regarding your evaluation of the Product and supersedes all other Agreements. This Agreement can be modified or changed only in writing signed by both parties. If any part of this Agreement is held invalid or unenforceable, the rest of the Agreement shall continue in full force and effect. Sections 5, 6, and 7 shall survive termination of this Agreement.
- 7.2 Relationship of the Parties.** The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 7.3 Assignment.** You may not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of TASER.
- 7.4 Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties.

ACCEPTED and AGREED as of this 26 day of OCTOBER, 2016.

Agency Name: GLENDALE POLICE DEPARTMENT

By: 

Print Name: RICK ST. JOHN

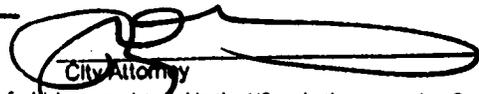
Title: INTERIM POLICE CHIEF

Address: 6835 N. 57<sup>TH</sup> DRIVE, GLENDALE, AZ 85301

ATTEST:

  
City Clerk

Approved as to form

  
City Attorney

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Title: Non-Disclosure Agreement  
Department: Legal  
Version: 7.0  
Release Date: 5/19/2016

NDA No.

THIS NONDISCLOSURE AGREEMENT ("NDA") is made by and between TASER International, Inc., a Delaware corporation having its principal offices at 17800 North 85<sup>th</sup> Street, Scottsdale, Arizona 85255 ("TASER"), and CITY OF GLENDALE (POLICE DEPARTMENT) having its principal place of business at 5850 W. GLENDALE AVE., GLENDALE, AZ 85301 ("Company"). This NDA is effective as of 11/3/16 and governs all disclosures of the subject matter described in this NDA and made since that date. In consideration of the promises and covenants of this NDA, the parties agree as follows:

1. In connection with the Field Trial Agreement between TASER and the Company (the "Purpose"), it is acknowledged that Company desires to receive from TASER certain information that TASER regards as proprietary and confidential, including any third party confidential and proprietary information rightfully in the possession of TASER.

The term "Confidential Information" means any and all proprietary information that is disclosed by TASER to the Company. Confidential Information may include, without limitation: (a) matters of a technical nature such as materials, models, devices, products, trade secret processes, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed; (b) research subjects, methods and results; (c) matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; (d) recorded communication; or (e) other information of a similar nature that is not generally disclosed to the public. All such information is confidential, proprietary, and valuable trade secret information of TASER.

Confidential Information may be furnished in any tangible or intangible form, including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications. Any Confidential Information furnished in tangible form shall be conspicuously marked as Confidential or Proprietary.

2. All Confidential Information furnished pursuant to this NDA is done solely for the Purpose or for the evaluation of a possible business or vendor relationship with TASER, and no other use is authorized under this NDA. TASER makes no warranty as to the accuracy of any Confidential Information. All Confidential Information disclosed is provided "as is." All Confidential Information disclosed hereunder remains the property of TASER. No license, right, or authorization to use other than for the purpose above, express or implied, is conveyed or granted to the Company for any invention, patent application, patent, copyright, know-how, trade secret, other intellectual property right, or application thereof of TASER. TASER makes no representation that any type of business

relation related to the purpose of this NDA, the Confidential Information, or any other matter will be concluded between the parties. Nothing in this NDA shall be construed as obligating TASER to disclose any particular information.

3. Company agrees to (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information, as the Company uses to protect its own confidential or proprietary information of a like nature; (b) not use the Confidential Information in any manner to TASER's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around TASER's proprietary services, products and/or confidential intellectual property; (c) not disclose any such Confidential Information to any person or entity, other than to Company's employees who: (i) need to know the Confidential Information to assist Company, or act on its behalf, in relation to the Purpose, (i) are informed in writing by Company of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Company that are no less restrictive than the terms and conditions of this NDA; (d) not disclose any Confidential Information to any third parties or non-employees and must not be disclosed or used outside Company's business premises; and (e) comply with all applicable on-site access, remote access and related security rules and procedures of TASER.

4. The obligations of confidentiality and limitations of use continue beyond the termination of this NDA; provided, however, Company will not be liable for any disclosure of Confidential Information or further restriction on use where the same information:

- a. was in the public domain at the time it was disclosed or later comes within the public domain, except through the acts or omissions of Company and proof that the information was in the public domain is supported by sufficient independent documentary evidence;
- b. was known to Company at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt;
- c. is approved for the release by written authorization of TASER;
- d. becomes known to Company from a source other than TASER or any of its employees, without breach of this NDA by Company and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt;

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- e. is disclosed to third parties by TASER without restriction and such disclosure is supported by sufficient independent documentary evidence; or
- f. more than ten (10) years have elapsed from the date of disclosure of the Confidential Information to Company.

5. Any disclosure by the Company or its employees of any of the Confidential Information pursuant to applicable federal, state or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction ("Legal Order") is subject to the terms of this Section 5. Prior to making any such disclosure, the Company will make commercially reasonable efforts to provide TASER with (i) prompt written notice of such requirement so that TASER may seek a protective order or other remedy; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Company remains subject to a Legal Order to disclose any Confidential Information, the Company may disclose, and, if applicable, may require its employees or other persons to whom such Legal Order is directed to disclose, no more than that portion of the Confidential Information which, on the advice of the Company's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to support TASER's efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. TASER acknowledges that Company is subject to Arizona's public records law and that certain disclosures may be required or compelled under this law. TASER acknowledges the Company is subject to Arizona's public records laws and disclosure requirements; and therefore, TASER agrees to indemnify Company for the reasonable attorneys fees and costs of any litigation or dispute arising from the Company's non-disclosure of Confidential Information in connection with the aforementioned public record and disclosure laws and regulations.

6. Company agrees that it will make no copies of any Confidential Information received from TASER without TASER's prior written authorization.

7. Upon termination of this NDA or upon the written request of TASER at any time, the Company will immediately deliver to TASER all of the Confidential Information, as well as, all documents, media, and items comprising or embodying such Confidential Information and any other documents or things belonging to TASER that may be in the Company's possession. Except as required by law or regulation, Company will not retain any copies or notations from the Confidential Information, and will certify in writing to TASER that such copies have been destroyed.

8. Company acknowledges that the Confidential Information may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of the Confidential Information. Company agrees that it will not attempt, nor knowingly export or re-export to any country without first having obtained all necessary approvals. Additionally, the Company acknowledges that granting non-U.S. citizens or non-permanent residents of the U.S. access to the Confidential Information can be considered a "deemed export," and the Company agrees to take proper and necessary action to restrict access to the Confidential Information only to U.S. citizens and permanent residents of the U.S.

9. Company agrees that a breach of the obligations of this NDA is likely to cause irreparable harm to TASER and that money damages alone would be inadequate as a remedy for a breach. Therefore, Company agrees to not object to TASER seeking injunctive relief in the event of such breach. In the event TASER seeks injunctive relief of any provision of this NDA, the Company agrees to waive and hereby does waive any requirement that TASER post a bond or any other security. The provisions of this Section 9 do not limit or otherwise affect the right of TASER to pursue any other remedies available to it for a breach or threatened breach, including recovery of monetary damages from recipient party, its employees or former employees. Company agrees to indemnify TASER for any costs, losses, damages and expenses, including legal fees, suffered by TASER as a result of a breach of the Company's obligations in this NDA.

10. Both parties agree that this NDA and all disputes arising hereunder will be governed by the laws of the State of Arizona without reference to conflict of laws principles. This NDA constitutes the complete agreement of the parties on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements, or representations, written or oral, of the parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. This NDA is binding upon the successors and assignees of each party. This NDA may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this NDA. In the event that any one or more of the provisions of this NDA is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

IN WITNESS WHEREOF, each representative identified below declares that they have been expressly authorized to execute this NDA, binding the parties as of the date set forth above.

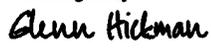
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[Signatures on next page]

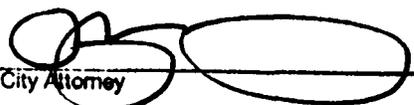
[Redacted signature area]

[Company]	
BY	
NAME	RICK ST. JOHN
TITLE	INTERIM POLICE CHIEF
DATE	11/3/16

TASER International, Inc.	
BY	DocuSigned by: 
NAME	Glenn Hickman
TITLE	VP Engineering
DATE	10/26/2016

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney