

MASTER SERVICES AND PURCHASING AGREEMENT

between

Axon Enterprise, Inc.

and

Delray Beach Police Dept - FL

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Delray Beach Police Dept - FL, (**Agency, Party** or collectively **Parties**), a department of the City of Delray Beach, having its principal place of business at 300 W. Atlantic Ave., Delray Beach, FL, 33444, is entered into as of _____ (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #s Q-162321-43237.655LE, Q-160722-43237.807LE, Q-116185-43237.808LE (**the Quote(s)**), which are hereby incorporated by reference.

It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote.

WHEREAS, on May 31, 2016 the Parties, Axon Enterprise, Inc. then operating under the corporate name "Axon International, Inc.", entered into that certain Master Services and Purchasing Agreement (the "Original Agreement"),

WHEREAS, on April 5, 2017, Axon International, Inc. changed its corporate name to Axon Enterprise, Inc. and notified the Agency of the same.

WHEREAS, the Parties wish to terminate the Original Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect for 5 years, or until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. If the Parties mutually agree in writing, Subscription Services may renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

“Installation Site” means the location(s) where the Products are to be installed.

“Policies” means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“Products” means all Axon equipment, software, cloud-based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“Resolution Time” means the elapsed time between Axon’s acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon’s reasonable control.

“Services” means all services provided by Axon pursuant to this Agreement.

“Agency Content” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

3 The following attached documents are hereby incorporated into the Agreement:

- 3.1** Quote Appendix
- 3.2** Evidence.com Terms of Use Appendix
- 3.3** Professional Services Appendix
- 3.4** AXON Assurance Plan Appendix
- 3.5** Axon Fleet Appendix
- 3.6** Axon Fleet SOW
- 3.7** Axon Interview Room Appendix
- 3.8** Axon Interview Room SOW
- 3.9** Axon Integration Services Appendix
- 3.10** Axon Unlimited Cartridge Plan Appendix

4 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

5 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

- 6 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 7 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 8 **Warranties.**
- 8.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 8.2 **Warranty Limitations.**
- 8.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.
- 8.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
- 8.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**
- 8.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 8.3.1 For warranty return and repair procedures, including troubleshooting guides, please go

to Axon's websites www.Axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

8.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

8.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9 **Product Warnings.** See our website at www.Axon.com for the most current product warnings.

10 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

11 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

12 **Indemnification.** Axon shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Axon, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Axon shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Axon under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

13 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.

14 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 15 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

16 **Termination.**

- 16.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.
- 16.2 **Non-Appropriations.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.
- 16.3 **Termination for Convenience.** Agency may terminate this Agreement for any reason without cause upon 60 days' notice to Axon.
- 16.4 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 16.5 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency

Content has been successfully deleted and fully removed from the Evidence.com Services.

- 16.6 Post-Termination Assistance.** Axon will provide Agency 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 Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

- 17 Public Records. IF THE CONTRACTOR (AXON) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.** Axon shall comply with public records laws, specifically to:

- 17.1** Keep and maintain public records required by the City to perform the service.
- 17.2** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- 17.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Axon does not transfer the records to the City.
- 17.4** Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Axon or keep and maintain public records required by the City to perform the service. If the Axon transfers all public records to the City upon completion of the Agreement, the Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Axon keeps and maintains public records upon completion of the Agreement, the Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
If Axon does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

- 18 Inspector General.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

General.

- 19.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive.
- 19.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 19.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 19.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 19.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 19.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 19.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com 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, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 19.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

- 19.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party, which will not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 19.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 19.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 19.13 Governing Law; Venue.** The laws of Florida shall govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Any legal proceedings concerning this Agreement will be conducted in Palm Beach County, Florida.
- 19.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:
- | | | |
|-------|---|--|
| Axon: | Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com | AGENCY: Delray Beach Police Department
ATTN: Chief of Police
300 W. Atlantic Avenue
Delray Beach, FL 33444
policechief@mydelraybeach.com |
|-------|---|--|
- 19.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 19.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

City of Delray Beach

Signature: _____

Name: MARK R. LAUZIER

Title: CITY MANAGER

Date: _____

ATTEST:

Katerri Johnson, City Clerk

Approved as to form and
legal sufficiency:

R. Max Lohman, City Attorney

Quote Appendix

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from AXON and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and AXON obtains no rights to the Agency Content and the Agency Content are not business records of AXON. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. AXON will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** AXON will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. AXON will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact AXON immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, AXON agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** AXON will make available updates as released by AXON to the Evidence.com Services. Updates may be provided electronically via the Internet. AXON will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 5 **Data Privacy.** AXON will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. AXON will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow AXON access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** AXON will determine the locations of the data centers in which Agency Content will be stored and

accessible by Agency end users. For United States customers, AXON will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. AXON may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by AXON for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a AXON device. For use of Totally Unlimited Evidence.com Licenses AXON reserves the right to limit the types of content the Agency can store and share using the Services.

- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. AXON reserves the right to charge additional fees for exceeding purchased storage amounts or for AXON's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** AXON may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject AXON, AXON's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If AXON suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. AXON will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** AXON warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. AXON disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the AXON Trademark Use Guidelines (located at www.AXON.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment. On site Assistance Included</p>
<p>Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on Axon’s observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, Axon’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go live review session</p>

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

2 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional

services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3 Delivery of Services.

3.1. Hours and Travel. Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

3.2. Changes to Services. Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

4 Authorization to Access Computer Systems to Perform Services. The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency 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 the Agency.

5 Site Preparation and Installation. Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

6 Acceptance Checklist. Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

7 Liability for Loss or Corruption of Data. The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

AXON Assurance Plan Appendix

The AXON Assurance Plan or “TAP” has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TAP Term will end 5 years from the TAP Term start date.
- 3** **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the “Spare Products”) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon’s RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon’s sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

3.1. Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4** **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.
- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models Axon will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a AXON CAM recorder, then the Agency may choose any AXON CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. Axon will not and has no obligation to provide the free Upgrade Models.

6.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

6.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already

paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

- 6.6.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
- 6.7.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 6.8.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered Product.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.
 - 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.
- 6 **Fleet Wireless Offload Service.**
 - 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
 - 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
 - 6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as

expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet 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 Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

6.4. Updates. If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. Fleet WOS Support. If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7. Axon Fleet Unlimited Storage. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8. Axon Fleet Unlimited. Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9. Fleet Unlimited Termination. If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

9.1. Axon Fleet Unlimited coverage will 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 free Axon Fleet Upgrade Models.

9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

9.5. After the effective date of said notice, City will be relieved of any further obligations or payments, except as in accordance with the terms of this Agreement.

Axon Fleet SOW

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Room Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination and no refunds will be given.
 - 4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.
- 5 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

Axon Interview Unlimited. For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Interview Room SOW

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the [Evidence.com](#) Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
 - 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to

- perform the Integration Services;
- 5.9.** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10.** Ensuring the reasonable availability by phone or email of knowledgeable staff and 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 Integration Services).

6 **Authorization to Access Computer Systems to Perform Services.** Agency does not authorize Axon to access Agency's relevant computers, network systems, and CAD or RMS systems. Should Axon need information from the Agency's system(s), Axon shall request it from the Agency and Agency will provide it to Axon. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency 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 Agency.

Axon Unlimited Cartridge Plan Appendix

These Unlimited Cartridge Plan Terms and Conditions apply to your (**Agency**) purchase under the Axon Unlimited Cartridge Plan (**UCP**). In the initial delivery, and each year thereafter, the Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing UCP for use with AXON CAM, the Agency will not receive the PPM or a substitute.

1. **UCP Term.** The UCP Term start date is based upon the ship date of the initial delivery (**Start Date**) The UCP Term will end 5 years after the Start Date (**Term**).
2. **UCP Requirements.** In order to make a purchase under the UCP, the Agency must purchase the UCP for each AXON Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Additional users may be added during the term. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-terminated with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.
4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
8. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by

abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

- a. **To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
 - b. **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**
9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support. A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.
10. **Product Warnings.** See our website at www.axon.com for the most current product warnings.
11. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. AXON may replace end of life products with the next generation of that product without notifying the Agency
12. **UCP Termination.**
 - a. **By Either Party.** Either Party may terminate this agreement without cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.
 - b. **By the Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year. In the event the Agency terminates this Agreement after the Agency receives the PPM, the Agency will be invoiced and obligated to pay for the remainder of the MSRP for the PPM received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the PPM to Axon within 30 days of the date of termination.
 - c. **Termination for Convenience.** Agency may terminate this Agreement for any reason without cause upon 60 days' notice to Axon.
 - d. **Effect of Termination.** Upon termination for any reason, Axon will discontinue shipments to the Agency on the effective date of termination.



Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale, Arizona, 85255
United States
Phone: (800) 978-2737

QUOTE: Q-116185-43237.808LE

Issue Date: 05/17/2018

➡ Quote Expiration: 05/31/2018

Account Number: 108125

Start Date: 10/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Sales Representative:

Andrew Mellen
Phone: 800-978-2737
Email: amellen@axon.com
Fax: 480-991-0791

Primary Contact:

Gerardo Riccio
(561) 243-7603
riccio@mydelraybeach.com

BILL TO:

Delray Beach Police Dept - FL
300 W. Atlantic Ave.
Delray Beach, FL 33444
US

SHIP TO:

Gerardo Riccio
Delray Beach Police Dept - FL
300 W. Atlantic Ave.
Delray Beach, FL 33444
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	8	1,188.00	1,188.00	9,504.00
50070	AXON TOUCH PANEL SOFTWARE	7	1,500.00	1,500.00	10,500.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	1,750.00	3,500.00
Hardware					
50118	LOUROE MICROPHONE (POE)	8	195.00	195.00	1,560.00
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	1	1,304.35	1,304.34	1,304.34
50144	RECORDING SERVER - WIN 2012 RS300 ORION CIARA SERVER	2	5,525.00	4,310.55	8,621.10
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	7	2,600.00	0.00	0.00
50113	AXIS F41 COVERT MAIN UNIT	8	594.75	594.75	4,758.00
50114	AXIS SENSOR UNIT F1025	8	369.57	369.57	2,956.56
74059	MOTION SENSOR ENCLOSURE – COVERT CAMERA	8	135.00	135.00	1,080.00
Services					
85170	INTERVIEW ROOM, INSTALL AND SETUP	7	2,500.00	0.00	0.00
Subtotal					43,784.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					43,784.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	8	1,188.00	1,188.00	9,504.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
Subtotal					12,304.00
Estimated Tax					0.00
Total					12,304.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	8	1,188.00	1,188.00	9,504.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
Subtotal					12,304.00
Estimated Tax					0.00
Total					12,304.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	8	1,188.00	1,188.00	9,504.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
Subtotal					12,304.00
Estimated Tax					0.00
Total					12,304.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	8	1,188.00	1,188.00	9,504.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
				Subtotal	12,304.00
				Estimated Tax	0.00
				Total	12,304.00
				Grand Total	93,000.00



Discounts (USD)

Quote Expiration: 05/31/2018

List Amount	131,128.91
Discounts	38,128.91
Total	93,000.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	43,784.00
Year 2	12,304.00
Year 3	12,304.00
Year 4	12,304.00
Year 5	12,304.00
Grand Total	93,000.00

Notes

This is a budgetary quote only. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work will need to be completed to determine the exact requirements for the agency to implement an Interview Room program. This quote is subject to change based on the information gathered from the review outlined above.

Quote was built for 7 rooms at one location. 6 Rooms are one camera/mic rooms, 1 room is a 2 camera/mic room

Discounts are contingent on approval and signature of Fleet Quote number Q-102094, Interview Room Quote number Q-116185, and OSP Quote number Q-156237.

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature:

Date:

Name (Print):

Title:

**PO# (Or write
N/A):**

Please sign and email to Andrew Mellen at amellen@axon.com or fax to 480-991-0791

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-116185-43237.808LE

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Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale, Arizona, 85255
United States
Phone: (800) 978-2737

QUOTE: Q-162321-43237.655LE

Issue Date: 05/17/2018

Quote Expiration: 04/13/2018

Account Number: 108125

Start Date: 10/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Sales Representative:

Laura Egan
Phone:
Email: legan@axon.com
Fax:

Primary Contact:

Gerardo Riccio
(561) 243-7603
riccio@mydelraybeach.com

BILL TO:

Delray Beach Police Dept - FL
300 W Atlantic Ave
Delray Beach, FL 33444
US

SHIP TO:

Gerardo Riccio
Delray Beach Police Dept - FL
300 W Atlantic Ave
Delray Beach, FL 33444
US

Year 1 - Existing Users - Accelerated Hardware Refresh

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88114	UCP STANDARD	145	0.00	0.00	0.00
88130	UCP STANDARD - YEAR 1 PAYMENT	145	128.00	128.00	18,560.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	145	499.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	145	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	25	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	25	1,495.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	145	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	145	0.00	0.00	0.00
Subtotal					18,560.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					18,560.00

Year 1 - Existing Users Licenses + 2nd BWC(10/1/2018-9/30/2019)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	145	1,188.00	1,188.00	172,260.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,800	0.00	0.00	0.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	145	180.00	180.00	26,100.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145	240.00	240.00	34,800.00

Year 1 - Existing Users Licenses + 2nd BWC(10/1/2018-9/30/2019) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	145	499.00	499.00	72,355.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	145	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	145	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	145	0.00	0.00	0.00
Subtotal					305,515.00
Estimated Tax					0.00
Total					305,515.00

Year 1 - New Users (10/1/2018-9/30/2019)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	15	1,188.00	1,188.00	17,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	24	180.00	180.00	4,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	24	240.00	240.00	5,760.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	9	948.00	948.00	8,532.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
88114	UCP STANDARD	15	0.00	0.00	0.00
88130	UCP STANDARD - YEAR 1 PAYMENT	15	128.00	128.00	1,920.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	15	499.00	499.00	7,485.00
11553	SYNC CABLE, USB A TO 2.5MM	15	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	42.00	42.00	126.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	1,495.00	4,485.00
11002	HANDLE, BLACK, CLASS III, X26P	15	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P	15	0.00	0.00	0.00
70116	PPM, SIGNAL	15	0.00	0.00	0.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	11	0.00	0.00	0.00
11504	HOLSTER, BLACKHAWK, LEFT, X26P	4	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	24	499.00	499.00	11,976.00
11553	SYNC CABLE, USB A TO 2.5MM	24	0.00	0.00	0.00

Year 1 - New Users (10/1/2018-9/30/2019) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	9	499.00	499.00	4,491.00
11553	SYNC CABLE, USB A TO 2.5MM	9	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	15	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	15	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	24	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	24	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	9	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	9	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	1	1,495.00	1,495.00	1,495.00
Subtotal					68,788.00
Estimated Tax					0.00
Total					68,788.00

Year 1- Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	13	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	13	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	13	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	13	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2 - Existing Users (10/1/2019-9/30/2020)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	145	1,188.00	1,188.00	172,260.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,800	0.00	0.00	0.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	145	180.00	180.00	26,100.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145	240.00	240.00	34,800.00
88131	UCP STANDARD - YEAR 2 PAYMENT	145	128.00	128.00	18,560.00
Subtotal					251,720.00
Estimated Tax					0.00
Total					251,720.00

Year 2 - New Users (10/1/2019-9/30/2020)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	15	1,188.00	1,188.00	17,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	24	180.00	180.00	4,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	9	948.00	948.00	8,532.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
88131	UCP STANDARD - YEAR 2 PAYMENT	15	128.00	128.00	1,920.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Subtotal					38,448.00
Estimated Tax					0.00
Total					38,448.00

Year 3 - Existing Users (10/1/2020-9/30/2021)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	145	1,188.00	1,188.00	172,260.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,800	0.00	0.00	0.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	145	180.00	180.00	26,100.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145	240.00	240.00	34,800.00
88132	UCP STANDARD - YEAR 3 PAYMENT	145	128.00	128.00	18,560.00
Subtotal					251,720.00
Estimated Tax					0.00
Total					251,720.00

Year 3 - New Users (10/1/2020-9/30/2021)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	15	1,188.00	1,188.00	17,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	24	180.00	180.00	4,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	9	948.00	948.00	8,532.00

Year 3 - New Users (10/1/2020-9/30/2021) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
88132	UCP STANDARD - YEAR 3 PAYMENT	15	128.00	128.00	1,920.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
				Subtotal	38,448.00
				Estimated Tax	0.00
				Total	38,448.00

Year 4 - Existing Users- to Unlimited (10/1/2021-9/30/2022)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	145	180.00	180.00	26,100.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145	240.00	240.00	34,800.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	145	948.00	948.00	137,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,800	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
88133	UCP STANDARD - YEAR 4 PAYMENT	145	128.00	128.00	18,560.00
				Subtotal	225,320.00
				Estimated Tax	0.00
				Total	225,320.00

Year 4 - New Users (10/1/2021-9/30/2022)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	15	1,188.00	1,188.00	17,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	24	180.00	180.00	4,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	9	948.00	948.00	8,532.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
88133	UCP STANDARD - YEAR 4 PAYMENT	15	128.00	128.00	1,920.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
				Subtotal	38,448.00
				Estimated Tax	0.00
				Total	38,448.00

Year 5 - Existing Users- to Unlimited (10/1/2022-9/30/2023)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	145	180.00	180.00	26,100.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145	240.00	240.00	34,800.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	145	948.00	948.00	137,460.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,800	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
88134	UCP STANDARD - YEAR 5 PAYMENT	145	128.00	128.00	18,560.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Subtotal					225,656.00
Estimated Tax					0.00
Total					225,656.00

Year 5 - New Users (10/1/2022-9/30/2023)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	15	1,188.00	1,188.00	17,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	24	180.00	180.00	4,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	9	948.00	948.00	8,532.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
88134	UCP STANDARD - YEAR 5 PAYMENT	15	128.00	128.00	1,920.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Subtotal					38,448.00
Estimated Tax					0.00
Total					38,448.00
Grand Total					1,501,071.00



Discounts (USD)

Quote Expiration: 04/13/2018

List Amount	1,611,851.00
Discounts	110,780.00
Total	1,501,071.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 - Existing Users - Accelerated Hardware Refresh	18,560.00
Year 1 - Existing Users Licenses + 2nd BWC(10/1/2018-9/30/2019)	305,515.00
Year 1 - New Users (10/1/2018-9/30/2019)	68,788.00
Year 1- Spares	0.00
Year 2 - Existing Users (10/1/2019-9/30/2020)	251,720.00
Year 2 - New Users (10/1/2019-9/30/2020)	38,448.00
Year 3 - Existing Users (10/1/2020-9/30/2021)	251,720.00
Year 3 - New Users (10/1/2020-9/30/2021)	38,448.00
Year 4 - Existing Users- to Unlimited (10/1/2021-9/30/2022)	225,320.00
Year 4 - New Users (10/1/2021-9/30/2022)	38,448.00



Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - Existing Users- to Unlimited (10/1/2022-9/30/2023)	225,656.00
Year 5 - New Users (10/1/2022-9/30/2023)	38,448.00
Grand Total	1,501,071.00

Notes

This quote will terminate contract 7629 executed by quote (Q-63360) and all obligations pertaining to that contract upon execution of this agreement.

145 BWC and 25 Docks in Year 1 of this quote is acting as an accelerated TAP refresh.

Years 1-3 will carry the OSP licensing on contract 7629 executed by quote (Q-63360) through their original end date of 9/30/2021. Year 4 of this quote will transfer the 145 existing OSP users to Unlimited and transferring 25 associated docking stations to the Taser Assurance Plan.

All Axon BWC hardware contained in this quote will be covered under the Taser Assurance Plan and will be eligible for 2 replacements at 30 month intervals.

Agency is electing to operate with a 2:1 camera workflow; secondary cameras will not need additional licenses.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write N/A): _____

Please sign and email to Laura Egan at legan@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](https://www.axon.com)

Quote: Q-162321-43237.655LE

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Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale, Arizona, 85255
United States
Phone: (800) 978-2737

QUOTE: Q-160722-43237.807LE

Issue Date: 05/17/2018

Quote Expiration: 06/29/2018

Account Number: 108125

Start Date: 10/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Sales Representative:

Laura Egan
Phone:
Email: legan@axon.com
Fax:

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Gerardo Riccio
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300 W Atlantic Ave
Delray Beach, FL 33444
US

SHIP TO:

Gerardo Riccio
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300 W Atlantic Ave
Delray Beach, FL 33444
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	24	1,548.00	1,145.16	27,483.84
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	24	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	24	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	24	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	24	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	24	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	24	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	24	65.00	65.00	1,560.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	24	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	48	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	48	0.00	0.00	0.00
74027	Axon Fleet Dongle	24	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	24	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	24	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	24	0.00	0.00	0.00
80189	5 YEAR TAP, FLEET 2 JUNCTION BOX	24	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	24	880.00	880.00	21,120.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	24	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	24	270.00	270.00	6,480.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	24	550.00	550.00	13,200.00
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	24	15.00	15.00	360.00
Services					
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	1	2,500.00	2,500.00	2,500.00
WiFi Offload					
74074	WI-FI OFFLOAD SERVER HARDWARE	4	3,500.00	3,500.00	14,000.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	4	600.00	600.00	2,400.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	4	0.00	0.00	0.00
Subtotal					89,103.84
Estimated Shipping					0.00
Estimated Tax					0.00
Total					89,103.84

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	4	15.00	15.00	60.00
71079	CAMERA SYSTEM, FRONT, FLEET 2	4	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	4	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	4	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	4	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	4	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	4	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	4	65.00	65.00	260.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	4	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	8	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	8	0.00	0.00	0.00
80189	5 YEAR TAP, FLEET 2 JUNCTION BOX	4	0.00	0.00	0.00
Subtotal					320.00
Estimated Tax					0.00
Total					320.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	24	1,548.00	1,145.16	27,483.84
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	24	1,548.00	1,548.00	37,152.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	24	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	24	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	24	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	24	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	24	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	24	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	48	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	48	0.00	0.00	0.00
74027	Axon Fleet Dongle	24	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	24	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	24	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	24	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	24	880.00	880.00	21,120.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	24	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	24	270.00	270.00	6,480.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	24	550.00	550.00	13,200.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	24	696.00	696.00	16,704.00
WiFi Offload					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	4	600.00	600.00	2,400.00
				Subtotal	124,539.84
				Estimated Tax	0.00
				Total	124,539.84

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	24	1,548.00	1,145.16	27,483.84

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	24	1,548.00	1,548.00	37,152.00
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	24	1,548.00	1,548.00	37,152.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	24	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	24	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	24	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	24	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	24	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	24	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	48	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	48	0.00	0.00	0.00
74027	Axon Fleet Dongle	24	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	24	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	24	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	24	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	24	880.00	880.00	21,120.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	24	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	24	270.00	270.00	6,480.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	24	550.00	550.00	13,200.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	24	1,392.00	1,392.00	33,408.00
WiFi Offload					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	4	600.00	600.00	2,400.00
				Subtotal	178,395.84
				Estimated Tax	0.00
				Total	178,395.84

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	24	1,548.00	1,145.16	27,483.84
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	24	1,548.00	1,548.00	37,152.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	24	1,548.00	1,548.00	37,152.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	24	1,548.00	1,548.00	37,152.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	24	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	24	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	24	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	24	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	24	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	24	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	48	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	48	0.00	0.00	0.00
74027	Axon Fleet Dongle	24	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	24	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	24	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	24	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	24	880.00	880.00	21,120.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	24	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	24	270.00	270.00	6,480.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	24	550.00	550.00	13,200.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	24	2,088.00	2,088.00	50,112.00
WiFi Offload					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	4	600.00	600.00	2,400.00
				Subtotal	232,251.84
				Estimated Tax	0.00
				Total	232,251.84

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	24	1,548.00	1,145.16	27,483.84
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	24	1,548.00	1,548.00	37,152.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	24	1,548.00	1,548.00	37,152.00
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	24	1,548.00	1,548.00	37,152.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	24	1,548.00	1,548.00	37,152.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	24	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	24	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	24	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	24	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	24	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	24	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	48	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	48	0.00	0.00	0.00
74027	Axon Fleet Dongle	24	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	24	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	24	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	24	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	24	880.00	880.00	21,120.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	24	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	24	270.00	270.00	6,480.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	24	550.00	550.00	13,200.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	24	2,784.00	2,784.00	66,816.00
WiFi Offload					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	4	600.00	600.00	2,400.00
Subtotal					286,107.84
Estimated Tax					0.00
Total					286,107.84
Grand Total					910,719.20



Discounts (USD)

Quote Expiration: 06/29/2018

List Amount	959,060.00
Discounts	48,340.80
Total	910,719.20

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	89,103.84
Spares	320.00
Year 2	124,539.84
Year 3	178,395.84
Year 4	232,251.84
Year 5	286,107.84
Grand Total	910,719.20

Notes

This is a budgetary quote only. The agency's choice of router can determine or limit their offload capability. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements for the agency to implement a Fleet program. This quote is subject to change based on the information gathered from the review outlined above.

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Laura Egan at legan@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-160722-43237.807LE

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STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

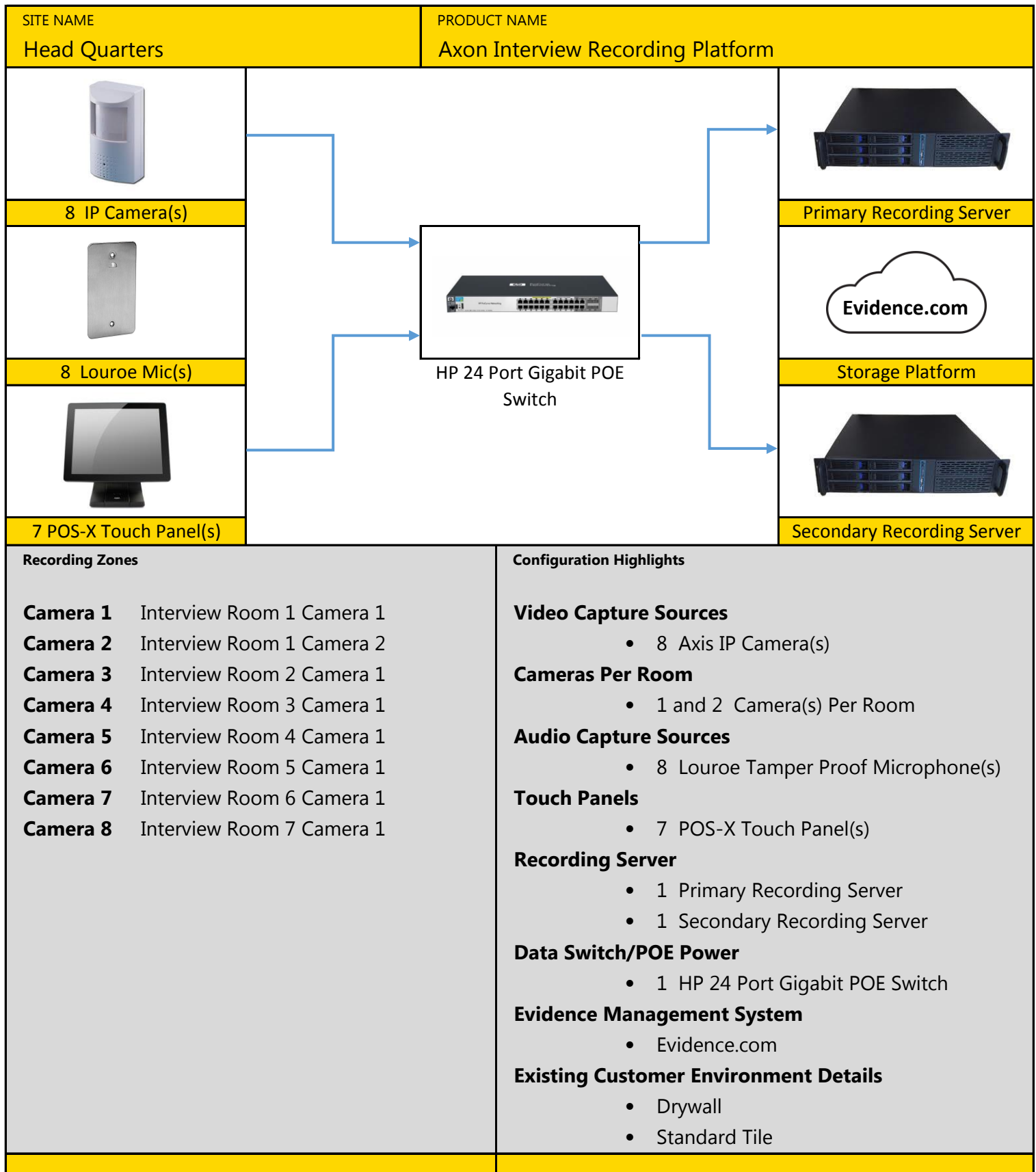
This document details a proposed system design

Agency created for: Delray Beach Police Dept - FL

Sold By:	Laura Egan
Desgined By:	Andrew Tanis
Installed By:	TBD
Customer Point of Contact:	Jerry Riccio 561-723-5387 Riccio@mydelraybeach.com
Targeted Installation Date:	October 15, 2018

Thursday, May 17, 2018

SITE OVERVIEW



SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

Cabling Considerations

Cabling Runs	17	Category 6 cable runs are required for this installation
	11	110v power outlets are required for this installation
Touch Panel Location	DeskTop	
Cabling Requirements	<p>All Devices:</p> <p>Each Axis IP cameras will require (1) Category 6 cable. This cable run should be connected to the customer's primary data network. Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 6 cable. This cable run should be connected to the customer's primary data network</p> <p>Recording Servers:</p> <p>The Primary Recording Server Pro requires (1) dedicated category 6 The Secondary Recording Server Pro requires (1) dedicated category 6</p> <p>Data Switch:</p> <p>Type: HP 24 Port Gigabit POE Switch Each HP 24 Port Gigabit POE Switch at this location requires (1) category 6 cable. This cable run should be connected to the customer's primary data network core.</p>	
Redundancy	This design does not include cable redundancy	
Customer Provided Items	N/A	
Axon Provided Items	Axon will provide all cabling runs	

Network Considerations

Network Requirements	Each Axis IP Camera will be connected to a HP 24 Port Gigabit POE Switch that provides the device with power and network connectivity		
	Each Recording Server must be given a static, IPv4 network address that is routable across the network		
	Each IP Camera must be given a static, IPv4 network address that is routable across the network		
	Each POS-X Touch Panel must be given a static, IPv4 network address that is routable across the network		
	Network Device	Static IPs	Total IPs
	IP Cameras	8	

Network Addressing	POS-X Touch Panel	7	18
	Recording Servers	2	
	HP 24 Port Gigabit POE Switch	1	
Data Switch Provisioning	Axon will provide the POE data switch needed for this install		

Network Considerations Cont'd

Customer Provided Items	<p>Customer to provide all device IP addresses</p> <p>Customer to also provide:</p> <ul style="list-style-type: none"> Subnet Mask Gateway IP DNS/WINS IP Time Server IP <p>Customer IT staff will configure all switches with proper network configuration</p>
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Video Capture Device

Interview Room 1 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 1 Camera 2	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 2 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A

Axon Provided Items	Axon will provide the camera for this zone
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Video Capture Device

Interview Room 3 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 4 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 5 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 6 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel

Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Video Capture Device

Interview Room 7 Camera 1	
Video Capture Source	Axis F41 Covert IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	Motion Sensor
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Audio Capture Device

Audio Capture Source	8	Louroe Tamper Proof Microphone(s) will be included in this design
Deployment Method	Each microphone will be overtly installed and connected to (1) IP camera in each zone	
Recording Activation	Recording will be activated in unison with the connected IP camera	
Customer Provided Items	N/A	
Axon Provided Items	Axon will provide all microphones	

Recording Servers

Recorder Count	2	recording server(s) will reside at this location
Server Model	Primary Recording Server Pro and Secondary Recording Server Pro	
Redundancy	This system includes recording redundancy	
Customer Provided Items	N/A	
Axon Provided Items	Axon Will provide all recording servers	

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number)
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Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields
Axon Provided Items	Axon to facilitate the creation of metadata fields

EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the environment.

Application Package

Evidence Mgmt System	Evidence.com
Agency URL	TBD
Evidence Sync	Yes
Keys	TBD
Package Description	TBD
Application Features	Network Applications: <ul style="list-style-type: none"> • Remote monitoring application Evidence.com Application Features: <ul style="list-style-type: none"> • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting
Customer Provided Items	N/A
Axon Provided Items	Axon will provide all items in this category

Training

<p>Appplication Package</p>	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"> • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview <p>Evidence.com functionality</p>
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Additional Notes

<p>Notes</p>	
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By signing this Statement of Work, you are agreeing to the items set forth in this document and Axon’s Master Services & Purchasing Agreement posted at www.Axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign Statement of Work.

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

This statement of work is based on the discovery information collected from the customer, and designed using common considerations. This statement of work is subject to change. Design variables can/will change once a physical site survey is completed.

Signature: _____

Date: _____

Title: _____

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Delray Beach Police Dept - FL

Quote: Q-160722-43332.884ML

Sold By:	Laura Egan
Designed By:	Matthew Karsten
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Delray Beach Police Dept - FL
<div> <div> Total Configured Vehicles <ul style="list-style-type: none"> 120 Total Vehicles with this Configuration </div> <div> Video Capture Sources <ul style="list-style-type: none"> 240 Total Cameras Deployed 1 Axon Signal Unit(s) Per Vehicle </div> <div> Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> 1 Located In Each Vehicle </div> <div> Mobile Router Per Vehicle <ul style="list-style-type: none"> 1 Cradlepoint IBR900 Series </div> <div> Offload Mechanism <ul style="list-style-type: none"> Wi-Fi </div> <div> Evidence Management System <ul style="list-style-type: none"> Evidence.com </div> </div> <div>  <p>Axon Camera</p>  <p>Signal Unit</p>  <p>In-Car Router</p>  <p>Battery Box</p> </div>	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	240	480	
	Mobile Data Terminal	120		
	Cradlepoint IBR900 Series	120		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 1 concurrent vehicles offloading at any given time.
	4 servers are required to facilitate the offload of in-car data to Evidence.com
	8 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900 Series will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
Hardware Provisioning	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	1	Days	
	Hours Of video Recorded Per Shift	1	Hours	
	Number of Vehicles per Shift at Site	1	Vehicles	
	Max Concurrent Vehicles Offloading	1	Vehicles	
	Available Internet Upload Bandwidth	1	Mbps	
Variables	Vehicle Offload Time	1	Minutes	
	Wi-Fi Overhead	1	Percent	
	Network Protocol Overhead	1	Percent	
	Max Storage Utilization %	1	Percent	
Results	Data Size per Vehicle / Shift	3150	MB	
	Required Throughput Per Vehicle	420	Mbps	
	Minimum Wi-Fi Speed	420	Mbps	
	Total Data per Shift	3.08	GB	
	Total Data per Day	9.23	GB	
	Total Offload Bandwidth	420	Mbps	
	Total Storage	92285.16	GB	
	Required Sustained Network Bandwidth	421	Mbps	
	Sustained Disk Write Speed	53	Mbps	
	Min. Supportable Throughput to E.com	0.88	Mbps	
	E.com Throughput Difference	0.13	Mbps	

Notes

This is a budgetary quote only. The agency's choice of router can determine or limit their offload capability. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements for the agency to implement a Fleet program. This quote is subject to change based on the information gathered from the review outlined above.

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Laura Egan at legan@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-160722-43332.884ML

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