



AXON

Ann Arbor Police Dept. - MI

AXON SALES REPRESENTATIVE

Brian Moutinho

9168062275

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ISSUED

11/17/2020

SALES REPRESENTATIVE

Brian Moutinho

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PRIMARY CONTACT

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

SHIP TO

Jonathan McDonagh
Ann Arbor Police Dept. - MI
301 E HURON ST
ANN ARBOR, MI 48104
US

BILL TO

Ann Arbor Police Dept. - MI
301 E HURON ST
ANN ARBOR, MI 48104
US

Year 1 - Fleet 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
71088	AXON FLEET 2 KIT		28	1,560.00	1,560.00	43,680.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	12	28	0.00	0.00	0.00
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	12	28	408.00	408.00	11,424.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	12	28	0.00	0.00	0.00
87051	FLEET VIEW XL LICENSE PAYMENT	12	28	348.00	348.00	9,744.00
No Custom Triggers	No Custom Triggers (Declined)		28	0.00	0.00	0.00
Services						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		28	1,200.00	0.00	0.00
WiFi Offload						
74074	WI-FI OFFLOAD SERVER HARDWARE		1	3,500.00	0.00	0.00
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	12	1	0.00	0.00	0.00

Year 1 - Fleet 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload (Continued)						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	64,848.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	64,848.00

Year 1 - Channel Services

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80190	Evidence.com Channel Services		1	5,000.00	0.00	0.00
80229	EVIDENCE.COM CHANNEL MIGRATION, 250 GB		40	125.00	125.00	5,000.00
					Subtotal	5,000.00
					Estimated Tax	0.00
					Total	5,000.00

Year 2 - Optional Fleet License Extension (4 Months)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	4	28	0.00	0.00	0.00
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	4	28	136.00	136.00	3,808.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	4	28	0.00	0.00	0.00
87051	FLEET VIEW XL LICENSE PAYMENT	4	28	116.00	116.00	3,248.00
					Subtotal	7,056.00
					Estimated Tax	0.00
					Total	7,056.00

Year 2 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	60	28	0.00	0.00	0.00

Year 2 - Fleet 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	56	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	28	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		28	0.00	0.00	0.00
72034	FLEET SIM		28	0.00	0.00	0.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		28	0.00	0.00	0.00
Other						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	28	180.00	180.00	5,040.00
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		28	0.00	0.00	0.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	12	28	2,028.00	1,809.00	50,652.00
No Custom Triggers	No Custom Triggers (Declined)		28	0.00	0.00	0.00
Services						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		28	0.00	0.00	0.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	55,692.00
					Estimated Tax	0.00
					Total	55,692.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	28	180.00	180.00	5,040.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	12	28	2,028.00	1,809.00	50,652.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	55,692.00
					Estimated Tax	0.00
					Total	55,692.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	28	180.00	180.00	5,040.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	12	28	2,028.00	1,809.00	50,652.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	55,692.00
					Estimated Tax	0.00
					Total	55,692.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	28	180.00	180.00	5,040.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	12	28	2,028.00	1,809.00	50,652.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	55,692.00
					Estimated Tax	0.00
					Total	55,692.00

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80442	RESPOND DEVICE LICENSE - FLEET 3 - PAYMENT	12	28	180.00	180.00	5,040.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	12	28	2,028.00	1,809.00	50,652.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		28	0.00	0.00	0.00

Year 6 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	0.00	0.00
					Subtotal	55,692.00
					Estimated Tax	0.00
					Total	55,692.00
					Grand Total	348,308.00

Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	424,668.00
Discounts	76,360.00
Total	348,308.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Fleet 2	64,848.00
Year 1 - Channel Services	5,000.00
Year 2 - Optional Fleet License Extension (4 Months)	7,056.00
Year 2 - Fleet 3	55,692.00
Year 3	55,692.00
Year 4	55,692.00
Year 5	55,692.00
Year 6	55,692.00
Grand Total	348,308.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Ann Arbor Police Dept. - MI

Quote: Q-275859-44152.854BM

Sold By:	Brian Moutinho
Designed By:	Matthew Karsten
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME		CUSTOMER NAME	
Headquarters		Ann Arbor Police Dept. - MI	
Total Configured Vehicles <ul style="list-style-type: none"> • 28 Total Vehicles with this Configuration 			 Axon Camera  Signal Unit  In-Car Router  Battery Box
Video Capture Sources <ul style="list-style-type: none"> • 56 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle 			
Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> • 1 Located In Each Vehicle 			
Mobile Router Per Vehicle <ul style="list-style-type: none"> • 1 Cradlepoint IBR900-1200 			
Offload Mechanism <ul style="list-style-type: none"> • Wi-Fi 			
Evidence Management System <ul style="list-style-type: none"> • Evidence.com 			

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 IBR900-1200 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	Customer will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 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	56	112
	Mobile Data Terminal	28	
	Cradlepoint IBR900-1200	28	
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

<p>Project Management</p>	<p>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.</p>
<p>Vehicle Installation</p>	<p>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.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
<p>Custom Trigger Installation</p>	<p>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. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p>Training</p>	<p>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.</p>

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 10 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	2 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900-1200 will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
Servers will maintain a Sustained Disk Write Speed of Mbps.	
An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.	

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	3	Days	
	Hours Of video Recorded Per Shift	2	Hours	
	Number of Vehicles per Shift at Site	10	Vehicles	
	Max Concurrent Vehicles Offloading	10	Vehicles	
	Available Internet Upload Bandwidth	1000	Mbps	
Variables	Vehicle Offload Time	60	Minutes	
	Wi-Fi Overhead	1	Percent	
	Network Protocol Overhead	1	Percent	
	Max Storage Utilization %	99	Percent	
Results	Data Size per Vehicle / Shift	6300	MB	

Network Considerations

Results	Required Throughput Per Verhicle	14	Mbps	
	Minimum Wi-Fi Speed	14	Mbps	
	Total Data per Shift	61.52	GB	
	Total Data per Day	184.57	GB	
	Total Offload Bandwidth	140	Mbps	
	Total Storage	55930.4	GB	
	Required Sustained Network Bandwidth	158	Mbps	
	Sustained Disk Write Speed	18	Mbps	
	Min. Supportable Throughput to E.com	17.5	Mbps	
	E.com Throughput Difference	982.5	Mbps	

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design




Agency Created For: Ann Arbor Police Department

Sold By: Brian Moutinho

Designed By: Matt Karsten

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Ann Arbor Police Department
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 28 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 56 Total Cameras Deployed • 1 Fleet Hub(s) Per Vehicle <p>Mobile Data Terminal Per Vehicle</p> <ul style="list-style-type: none"> • 1 Located In Each Vehicle <p>Mobile Router Per Vehicle</p> <ul style="list-style-type: none"> • 1 IBR900-1200M-B <p>Offload Mechanism</p> <ul style="list-style-type: none"> • Wi-Fi <p>Evidence Management System</p> <ul style="list-style-type: none"> • Evidence.com 	
<div style="display: flex; justify-content: space-around; align-items: center;">  <p>Axon Camera</p> </div> <div style="display: flex; justify-content: space-around; align-items: center;">  <p>Fleet Hub</p> </div> <div style="display: flex; justify-content: space-around; align-items: center;">  <p>In-Car Router</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
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B router will be installed in each vehicle
Signal Activation Methods	4	Triggers will be configured per vehicle
Mobile Data Computer	Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.	
Mobile Data Computer Requirements	<p>Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - 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: for x32: 4GB for x64: 8GB or greater</p> <p>Ethernet Port: It is recommended that the MDC 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: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.</p>	

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the 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 Personnel.	
Hardware Provisioning	Agency will provide the following router for all vehicles:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

WiFi Offload Considerations

WiFi Offload Standards	1 server(s) are required to facilitate the offload of in-car data to Evidence.com
	2 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the IBR900-1200M-B will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Agency will provide all wireless access points for installation.
	Agency will provide all server(s) for this installation.
An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.	

Professional Services & Training

<p>Project Management</p>	<p>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.</p>
<p>Vehicle Installation</p>	<p>Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment.</p> <p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. 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.</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. <p>Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.</p>
<p>Custom Trigger Installation</p>	<p>The Fleet 3 Hub has 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.</p> <p>An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p>Training</p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.</p>

Network Consideration Agreement

<p>Network Consideration Agreement</p>	<p>Customer acknowledges the minimum requirements for the network to support this Statement of Work.</p>
	<p>Axon employees performing services under this SOW are CJIS certified.</p>
	<p>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.</p>

Notes

Sourcewell Contract #010720-AXN used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

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 entered into between the parties on September 24, 2019, as well as the attached Statement of Work (SOW) for Axon Fleet, Axon's Fleet Appendix, Axon's Aware Appendix, and Axon's Channel Services Appendix. 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 Brian Moutinho at bmoutinho@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

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 - 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
 - 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
 - 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
 - 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
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- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about 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 Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

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



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 Axon Body 3 LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 Axon Fleet 3 LTE Requirements.** Axon Aware is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.
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Axon Channel Services Appendix

- 1 **Definitions.**

“**Axon Digital Evidence Management System**” means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

“**Active Channel**” means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

“**Inactive Channel**” means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
 - 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (“**Channel Services SOW**”). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
 - 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
 - 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
 - 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
 - 6 **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
 - 7 **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of
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- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
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