

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AXON ENTERPRISE, INC.

This Agreement is entered into this 4th day of December, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Axon Enterprise, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of provide body-worn camera, in-car camera, conducted electronic weapons equipment, and services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Contractor's Master Services and Purchasing Agreement (including the Evidence.com Terms of Use Appendix, Professional Services Appendix, TASER Assurance Plan Appendix, Axon Integration Services Appendix, and Axon Fleet Appendix, Exhibit B—Contractor's Quotes: #Q-185013

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three million nine hundred six thousand seven hundred thirty-five dollars and seventy-five cents (\$3,906,735.75). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination. Notwithstanding the above, County will remain liable to Axon for any services provided prior to the notice of termination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement, for the County's sole and exclusive use, shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

i. Compliance with Prison Rape Elimination Act Standards

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within San Mateo County Sheriff's Office Facilities/Programs /Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Veronica Ruiz, Management Analyst
San Mateo County Sheriff's Office
400 County Center, Redwood City, CA 94063
(650) 363-7819 | vrui@smcgov.org

In the case of Contractor, to:

Legal – Alissa McDowell

Axon Enterprise, Inc.

17800 N. 85t Street

Scottsdale, AZ 85255

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: **Axon**

<u>Robert E. Driscoll, Jr.</u>	<u>11/9/2018 6:26 PM MST</u>	<u>Axon Enterprise, Inc. Robert E. Driscoll, Jr.</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: Clerk of Said Board

Exhibit A

Master Services and Purchasing Agreement

This Master Services and Purchasing 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 San Mateo County Sheriff's Office (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**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 the Quote Appendix (the **Quote**), which is 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 for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

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

2 **Definitions.**

"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.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"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 hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. 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.

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

3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 **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.

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. 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 **Warranties.**

7.1 **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 from the date of expiration of the 1-year limited warranty. 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, as further described in the Warranty Limitations section, 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.

7.2 **Warranty Limitations.**

7.2.1 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.

7.2.2 **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.**

7.2.3 **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. This limitation in this provision does not apply to third party claims brought against Party that are based on the acts or omissions of Axon or to Axon's duty to indemnify Agency against third party claims as further described in Section 11- Indemnification.**

- 7.3 Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that 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.
- 7.3.1** 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.
- 7.3.2** Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service 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.
- 7.3.3** 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 Agency's property and the replaced item becomes Axon's property.
- 8 Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.
- 9 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.
- 10** Intentionally Omitted.
- 11 IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 12 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's internal policy on 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 Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.
- 13 Termination.**
- 13.1 By Either Party.** Axon may terminate for cause upon 30 days advance notice to the Agency if there is any material default or breach of this Agreement by the Agency, unless the Agency cures the material default or breach within the 30-day notice period. Notwithstanding the above, County's contract shall control in the event of a conflict regarding Axon's termination rights. .
- 13.2 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. If the Agency purchases Products for a value less than MSRP and this Agreement 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 for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. In general, the MSRP value is paid for products received on a prorated basis for the duration of the 5-year contract at a rate of approximately 20% per year.

14 **General.**

- 14.1 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. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. In the event that a Public Records Act request is made for material designated as Confidential by Axon, Agency will notify Axon of that request and give Axon a reasonable period of time to seek a protective Order prior to making a disclosure. In no event with Agency be responsible for taking legal action to protect Axon's Confidential material.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 U.S. Government Rights.** Any Evidence.com Service 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 Service. 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 Service. 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.

- 14.8 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.
- 14.9 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.
- 14.10 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

**Evidence.com Terms of Use
Appendix**

1 **Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. 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 Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. “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 Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. 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 Service 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.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in 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 providing and supporting the Evidence.com Service 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 Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. 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. Login 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 that 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 that 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.

4.2. FBI CJIS Security Addendum. 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.

5 **Axon’s 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 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.

- 6** **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 upon request or as part of Axon's 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.
- 7** **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 only if the data originates from an Axon Body Worn Camera or Axon Capture device. 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. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
- 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 (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may 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 with the intent 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 Axon's or Axon's 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 Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 **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 (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.

- 12 **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, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

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

2.1. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • 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). • Virtual assistance included.
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using “Administrator” credentials from Agency. • Virtual assistance included.
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support the Agency’s Axon camera and Evidence.com training needs after Axon’s Professional Service team has fulfilled its contracted on-site obligations.</p>
<p>End user go live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration. • Training on device use, Evidence.com and Evidence Sync.
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.</p>

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

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

4 Delivery of Services.

4.1. 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.

4.2. 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.

5 Authorization to Access Computer Systems to Perform Services. The Agency authorizes Axon to access relevant Agency computers and network systems, solely for 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.

- 6** **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 location(s) where the Products are to be installed (**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.
- 7** **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form 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 Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 8** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's 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 and Data; and (ii) any assistance provided by Axon under this Section is without warranty, express or implied

TASER Assurance Plan Appendix

The TASER Assurance Plan (“TAP”) is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. 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 end of the Hardware Limited Warranty 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 an Axon Product. TAP for the Axon cameras 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.
- 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 Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that 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 is 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 Upgrade Models.** Any Products replaced within the 6 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 by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if 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.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will be provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

4.1. **TAP Axon Camera Upgrade Models.**

4.1.1. 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.

4.1.2. If the Agency purchased an Unlimited or Ultimate 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.

4.2. TAP Dock Upgrade Models. If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, 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.

5. 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:

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

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

5.3. 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.

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

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**) and 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. Subject to any background checks required by County, 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 authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration 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 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 Fleet Appendix

- 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.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:



AXON

San Mateo County Sheriff's Office - HQ

AXON SALES REPRESENTATIVE

Chad Kapler

480-341-9539

ckapler@axon.com

ISSUED

10/18/2018

Q-185013-43391.728AM

Issued: 10/18/2018

Quote Expiration: 12/24/2018

Account Number: 113228

Start Date: 01/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Chad Kapler

Phone: 480-341-9539

Email: ckapler@axon.com

Fax:

PRIMARY CONTACT

Chris Flatmoe

Phone: (650) 599-1711

Email: cflatmoe@smcgov.org



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

SHIP TO

Chris Flatmoe
 San Mateo County Sheriff's Office - HQ
 400 County Center
 Redwood City, CA 94063
 US

BILL TO

San Mateo County Sheriff's Office - HQ
 400 County Center
 Redwood City, CA 94063
 US

Year 1 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	90	216.00	216.00	19,440.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	537	948.00	948.00	509,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	21,480	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	25	468.00	468.00	11,700.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	537	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	537	499.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	537	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	537	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	537	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	90	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	90	1,495.00	0.00	0.00

Year 1 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85055	AXON FULL SERVICE	1	15,000.00	15,000.00	15,000.00
				Subtotal	555,216.00
				Estimated Shipping	0.00
				Estimated Tax	47,557.65
				Total	602,773.65

Spares - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	16	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	16	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	16	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 1 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	80	1,548.00	1,548.00	123,840.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	80	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	80	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	80	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	80	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	80	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	80	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	160	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	160	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	160	0.00	0.00	0.00
74027	Axon Fleet Dongle	80	0.00	0.00	0.00

Year 1 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	80	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	80	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	80	0.00	0.00	0.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME	80	1,430.00	1,430.00	114,400.00
11511	ROUTER ANTENNA, FLEET	80	270.00	270.00	21,600.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	1	0.00	0.00	0.00
Other					
Triggers	LIGHTBAR & ACCELERATION TRIGGERS	80	0.00	0.00	0.00
Services					
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	80	1,200.00	1,200.00	96,000.00
WiFi Offload					
74074	WI-FI OFFLOAD SERVER HARDWARE	6	3,500.00	3,500.00	21,000.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	6	600.00	600.00	3,600.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	6	0.00	0.00	0.00
Subtotal					380,440.00
Estimated Tax					24,573.50
Total					405,013.50

Spares - Fleet (Est. Ship Date 11/1/2018)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	3	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	3	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	3	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	3	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	3	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	3	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	6	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	6	0.00	0.00	0.00

Spares - Fleet (Est. Ship Date 11/1/2018) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	6	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	90	216.00	216.00	19,440.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	537	948.00	948.00	509,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	21,480	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	25	468.00	468.00	11,700.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	537	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
				Subtotal	540,216.00
				Estimated Tax	46,245.15
				Total	586,461.15

Year 2 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	80	1,548.00	1,548.00	123,840.00
WiFi Offload					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	6	600.00	600.00	3,600.00
				Subtotal	127,440.00
				Estimated Tax	10,836.00
				Total	138,276.00

Year 3 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	90	216.00	216.00	19,440.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	537	948.00	948.00	509,076.00

Year 3 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85110	EVIDENCE.COM INCLUDED STORAGE	21,480	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	25	468.00	468.00	11,700.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	537	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
				Subtotal	540,216.00
				Estimated Tax	46,245.15
				Total	586,461.15

Year 3 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	80	1,548.00	1,548.00	123,840.00
WiFi Offload					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	6	600.00	600.00	3,600.00
				Subtotal	127,440.00
				Estimated Tax	10,836.00
				Total	138,276.00

Year 4 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	90	216.00	216.00	19,440.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	537	948.00	948.00	509,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	21,480	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	25	468.00	468.00	11,700.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	537	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
				Subtotal	540,216.00
				Estimated Tax	46,245.15
				Total	586,461.15

Year 4 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	80	1,548.00	1,548.00	123,840.00
WiFi Offload					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	6	600.00	600.00	3,600.00
				Subtotal	127,440.00
				Estimated Tax	10,836.00
				Total	138,276.00

Year 5 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	90	216.00	216.00	19,440.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	537	948.00	948.00	509,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	21,480	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	25	468.00	468.00	11,700.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	537	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
				Subtotal	540,216.00
				Estimated Tax	46,245.15
				Total	586,461.15

Year 5 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	80	1,548.00	1,548.00	123,840.00

Year 5 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	6	600.00	600.00	3,600.00
				Subtotal	127,440.00
				Estimated Tax	10,836.00
				Total	138,276.00
				Grand Total	3,906,735.75



Discounts (USD)

Quote Expiration: 12/24/2018

List Amount	4,495,873.00
Discounts	889,593.00
Total	3,606,280.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 - BWC	602,773.65
Spares - BWC	0.00
Year 1 - Fleet	405,013.50
Spares - Fleet (Est. Ship Date 11/1/2018)	0.00
Year 2 - BWC	586,461.15
Year 2 - Fleet	138,276.00
Year 3 - BWC	586,461.15
Year 3 - Fleet	138,276.00
Year 4 - BWC	586,461.15
Year 4 - Fleet	138,276.00



Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - BWC	586,461.15
Year 5 - Fleet	138,276.00
Grand Total	3,906,735.75

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: San Mateo County Sheriff's Office - HQ

Quote: Q-185013-43391.728AM

Sold By:	Chad Kapler
Designed By:	Jason South
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	San Mateo County Sheriff's Office - HQ	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 80 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 160 Total Cameras Deployed • 1 Axon Signal Unit(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 Cradlepoint IBR900 Series <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 		 Axon Camera  Signal Unit  In-Car Router  Battery Box

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	<p>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.</p>	
	<p>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.</p>	
Hardware Provisioning	<p>Axon will provide the following router for all vehicles:</p>	<p>Cradlepoint IBR900 Series</p>
	<p>The customer will provide a MDT for each vehicle</p>	

In-Car Network Considerations

Network Requirements	<p>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.</p>		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	160	320
	Mobile Data Terminal	80	
	Cradlepoint IBR900 Series	80	
Hardware Provisioning	<p>Customer to provide all IP addressing and applicable network information</p>		

Network Consideration Agreement

Network Consideration Agreement	<p>Customer acknowledges the minimum requirements for the network to support this Statement of Work.</p>
	<p>All 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>

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. SKU 74063, the price 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. Per this conversation, the Agency has decided to incorporate the following triggers during the deployment:</p> <ul style="list-style-type: none"> • Please Note Triggers Requested by the Agency In this section: Speed, Crash, Light Bar, Gun Lock 1, Gun Lock 2, Custom (Door Trigger, K9 Pop, etc)
<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 50 concurrent vehicles offloading at any given time.
	6 servers are required to facilitate the offload of in-car data to Evidence.com
	12 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
	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	2	Shifts	
	Maximum Offline Time	1	Days	
	Hours Of video Recorded Per Shift	4	Hours	
	Number of Vehicles per Shift at Site	50	Vehicles	
	Max Concurrent Vehicles Offloading	50	Vehicles	
	Available Internet Upload Bandwidth	500	Mbps	
Variables	Vehicle Offload Time	60	Minutes	
	Wi-Fi Overhead	20	Percent	
	Network Protocol Overhead	20	Percent	
	Max Storage Utilization %	40	Percent	
Results	Data Size per Vehicle / Shift	12600	MB	

Network Considerations

Results	Required Throughput Per Verhicle	28	Mbps	
	Minimum Wi-Fi Speed	28	Mbps	
	Total Data per Shift	615.23	GB	
	Total Data per Day	1230.47	GB	
	Total Offload Bandwidth	1403	Mbps	
	Total Storage	307617.19	GB	
	Required Sustained Network Bandwidth	1522	Mbps	
	Sustained Disk Write Speed	175	Mbps	
	Min. Supportable Throughput to E.com	116.67	Mbps	
	E.com Throughput Difference	383.33	Mbps	

Notes

Customer will be entitled to (2) tap refreshments of BWC hardware that will occur 30 and 60 months after contract start date.

The Parties agree that the pricing on this quote is for products and services available for sale at the time of the execution of this quote. If Axon releases new software, or service offerings in the future Axon will work with the customer to determine any additional cost to add those additional offerings. Any newly released product, software or service offering is not automatically included in this agreement beyond the terms and conditions of the warranty and program offerings as documented in the terms and conditions of this quote.

****dock power cables added to order since BOM has changed****

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.