

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE CONTRACT BETWEEN AXON ENTERPRISE, INC. AND THE CITY OF SANDY SPRINGS TO PROVIDE BODY CAMERA EQUIPMENT, IN-CAR CAMERA EQUIPMENT, TASER EQUIPMENT, ACCESSORIES, AND SERVICES SYSTEM FOR THE CITY OF SANDY SPRINGS POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAME

WHEREAS, the City of Sandy Springs (“City”) has chosen to equip City of Sandy Springs Police Department (“SSPD”) with updated body camera, in-car camera and TASER units and to provide integration of such systems; and

WHEREAS, the City currently has a contract with Axon Enterprise, Inc. (“Axon”) for the SSPD’s body camera system; and

WHEREAS, Axon has provided the City with a contract (“Contract”) containing a proposal (“Proposal”) for an integrated system of equipment, and for upgrading all in-car camera systems, replacing and upgrading all Taser electronic control devices, replacing all cameras in 2.5 years, and providing a warranty for all equipment for a period of five years; and

WHEREAS, the Proposal provides for an incremental increase of \$607,913 over the five-year period of the contract; and

WHEREAS, a copy of the Contract and Proposal are attached hereto; and

WHEREAS, SSPD staff have fully reviewed the Proposal and recommend that City Council approve the attached Contract and Proposal; and

WHEREAS, City Council desires to expand its current contract with Axon to update systems for SSPD to provide for an integrated system to better protect the SSPD and the general public and therefore desires to accept SSPD’s recommendation to approve the Proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on April 17, 2018, at 6:00 p.m., that the following recommendations of the Evaluation Committee are hereby approved:

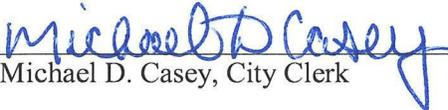
1. The attached Contract and Proposal are hereby approved.
2. The City Manager is hereby authorized to execute the attached Contract, subject to approval of the City Attorney; and
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Contract and Proposal prior to execution and to take such other actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 17th day of April, 2018.

Approved:


Russell K. Paul, Mayor

Attest:


Michael D. Casey, City Clerk

(Seal)

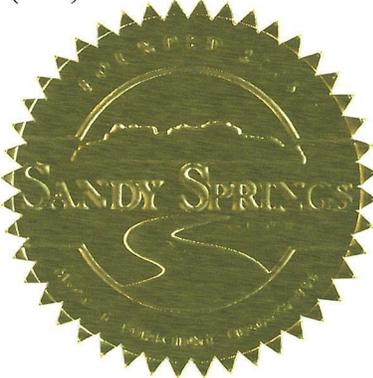


EXHIBIT "A"

**EVALUATION MEMORANDUM
Solicitation Number RFP #17-006
Body Camera Equipment, Accessories, and Services**

EVALUATION MEMORANDUM
Solicitation Number RFP #17-006
Body Camera Equipment, Accessories, and Services

A. INTRODUCTION

The City of Sandy Springs (“City”) issued a Request for Proposal (“RFP”) for Body Camera Equipment, Accessories, and Services - RFP #17-006 on September 7, 2016. The City solicited proposals from highly qualified vendors to provide all services required to fully implement a body worn camera system (“System”). Initial deployment is anticipated to consist of camera systems to outfit approximately 70 cameras. The number of cameras may be increased or decreased annually. The Offeror selected for contract award will be managed and directed by the City’s Police department.

Per the Scope of Services outlined in the RFP, the selected Offeror shall provide a System consisting of a comprehensive solution that shall enable video and audio recording from a police officer’s perspective. It must be designed to archive, manage, and quickly retrieve video data that meets or exceeds federal, state, and local standards.

The City’s objectives in issuing the RFP for Body Camera Equipment, Accessories, and Services are to ensure the highest degree of safety for its employees and citizens and to operate a safe and effective body camera system while protecting both its officers and citizens.

B. EVALUATION COMMITTEE

Responses to the RFP (“Responses”) were evaluated by individuals selected by the City Manager (“Evaluation Committee”) using the criteria set forth in the RFP. Members of the Evaluation Committee were:

- Keith Zgonc – Deputy Chief, City of Sandy Springs Police Department
- Jim Fraker – Captain, City of Sandy Springs Police Department
- James McNabb – Sergeant, City of Sandy Springs Police Department
- Jonathan Crowe – IT Director, City of Sandy Springs
- Jesse Cail – Technology Security Officer, City of Sandy Springs

In addition, the following advisors assisted the Evaluation Committee with expertise in areas critical to the success of the Project:

- Karen Ellis – Finance Director, City of Sandy Springs
- Wendell Willard – City Attorney, City of Sandy Springs
- Nesby Ingram – Purchasing Manager, City of Sandy Springs

C. RFP

General: The solicitation was released on September 7, 2016. Questions were due from Offerors no later than September 16, 2016, 5:00 p.m. To ensure maximum outreach and competition, the City advertised the RFP on the City's website and on the Georgia Procurement Registry. The City's Purchasing Department issued one (1) addendum in response to questions from interested Offerors.

The Purchasing Department conducted an initial review of each proposal submitted for administrative compliance. No administrative compliance issues were noted.

In order for the City to adequately compare and evaluate submittals, all Offerors were asked to submit proposals that addressed the City's requirements, provided Offeror's cover letter, company profile, company experience, management team composition and Technical staff. The system must be designed to archive, manage, and quickly retrieve video data that meets or exceeds federal, state, and local standards. **At a minimum, the System shall incorporate the eighteen (18) core operating characteristics recommended by the Department of Justice ("DOJ") FY206 Body Worn Camera Grant Announcement.** In addition, the system shall include everything needed for successful implementation. Such as the installation and configuration of hardware, software, back-end services and integrations, peripheral hardware and software, technical support, as well as on-site training and certification for operators and administrators.

RFP Evaluation Criteria: Section 6(B) of the RFP identified the criteria on which the City would base the evaluation of Responses. The criteria were as follows:

1. Technical Proposal

- a. **Technical Functionality:** Address each point in the Scope of Services and specification section of this RFP. Describe their camera's functions, wear ability, ease of uploading data, cloud storage, power charging, and how upgrades are handled. List and/or describe all benefits/ features. **(60 POINTS)**
- b. **Qualifications and Business Stability:** Provide a simple organization chart depicting the Offeror's team structure. If a joint venture Offeror specify who is the lead vendor for contract compliance, communication and invoice submittal, etc. Provide a single short paragraph outlining the experience of each of your integration and technical support team members and the leading firm /company information. How long has the company been in business? Provide list of major clients and references. **(15 POINTS)**

2. Fee/Cost Proposal

Complete the attached Fee/Cost Proposal sheet as instructed, and include all costs for items and services requested in the Scope of Services/Specification section of this RFP. **(25 POINTS)** Scores for pricing will be evaluated using the following criteria:

Offeror with Lowest price = 25 points;
Offeror with Highest price = 0 points;

All other Offerors will be assigned scores based on the price variance established by the

lowest and highest price.

3. **Responses to RFP:** On October 5, 2016, 4:00 p.m., the City received five (5) submittals in response to the RFP from the following Respondents:

- Citadel
- Digital Alley
- Motorola Solutions
- Taser
- Utility Associates

4. **Evaluation of Proposals:** The Evaluation Committee began its review of Responses the week of October 17, 2016. The Evaluation Committee reviewed all submittals, completed its evaluations and reported its findings to the Purchasing Department. Based on the Evaluation Committee's findings, it was determined that the top four (4) ranked Offerors had a reasonable expectation of receiving a contract award; therefore, four (4) out of five (5) Offerors moved forward for further consideration to make presentations.

PROPOSER-COMPANY NAME		Citadel	Digital Ally	Motorola	Taser	Utility Associates
EVALUATOR	TOTAL AVAILABLE POINTS	TOTAL POINTS				
JF	75	51	65	65	75	75
KZ	75	51	65	65	75	75
JM	75	51	65	65	75	75
JC	75	29	48	55	73	75
JCAIL	75	29	53	48	73	73
GRAND TOTAL ALL POINTS		211	296	298	371	373

5. **Formal Interviews and Presentations:** The Purchasing Department invited the four (4) top Offerors to make presentations and demonstrate their equipment on November 9, 2016. The top ranked Offerors were:

- Digital Alley
- Motorola Solutions
- Taser
- Utility Associates

Each Offeror demonstrated the functionality of the proposed System, provided a brief overview of the company, and described why its System is the right choice for the Sandy Springs Police Department ("SSPD"). (A maximum of 100 points was available for this phase). Each Offeror

had one (1) hour and twenty (20) minutes to present their proposal and demonstrate their equipment with the following criteria:

- Demonstrate video upload via any available avenues
- Clarify and itemize any hardware required to sync with cloud storage
- Viewing video via the portal
- Redaction process
- Export process
- Process to share to outside agency in portal
- Naming and assigning cameras to individuals
- Articulate steps for AD integration
- Articulate steps for CAD integration
- Clarify if LTE required and if so, is it covered in the submitted cost sheets?
- Demonstrate outside trigger activation
- Clarify if the cost to retrofit vehicles is included
- Explain how you integrate with other camera systems. Can we upload data from other systems tied to same case into your cloud storage?

After the presentations, the committee discussed the pros and cons of each presentation and the above criteria. It was a unanimous decision to advance three (3) of the four (4) Offerors to the next phase of Testing and Equipment Evaluation, granting maximum 100 of points to advance Offerors and 0 points for none advanced Offerors.

6. Testing and Evaluation of Equipment Phase

Following formal interviews, the top ranked Offerors were invited to provide SSPD with two (2) cameras, equipment and accessories for testing were:

- Motorola Solution
- Taser
- Utility Associates,

SSPD assigned testing officers tested and evaluated the equipment during December 2016 and January 2017. The following trail and evaluation criteria survey was used to evaluate the Offerors equipment:

- Trial Gear
- Training / Configuration
- Cameras (In the field)
- Mounting
- Docking
- Customer Support
- Mobile Application

Once the testing was completed, the cameras, equipment and accessories were returned to the presenting Offerors. **(A maximum of 100 points was available for this phase.)**

After the conclusion of the testing phase, the assigned testing SSPD Officers, the evaluation committee members and Purchasing met on January 17, 2017 to discuss the results of each camera system. The following members were in attendance:

- Nesby Ingram (Purchasing) - Observer/Facilitator
- Jim Fraker (PD) - Observer/Facilitator
- James McNabb – Sergeant
- Jesse Cail (IT) - Observer/Assist with questions on back-end connectivity
- Jonathan Crowe (IT) - Observer/Assist with questions on back-end connectivity
- Six (6) Testing Officers

Body Camera Trail and Evaluation Survey Score Totals:

Motorola		Taser		Utility	
Officer #1	Officer #2	Officer #1	Officer #2	Officer #1	Officer #2
53	58	84	76	55	62
111		160		117	

7. Selection Summary:

Using the evaluation criteria contained in Section 6 of the RFQ as a guide, the Evaluation Committee reviewed Respondents' proposals, presentations/ demonstration and testing Body camera equipment provided by **Motorola Solutions, Taser and Utility Associates, Inc.** and the results are as follows:

Offeror	Technical Capabilities and Approaches	Total Cost	Performance Confidence
Taser International	Acceptable	\$179,275	Satisfactory
Utility Associates	Acceptable	\$219,100	Satisfactory
Motorola Solutions	Acceptable	\$234,292	Unsatisfactory

Summary of Equipment Testing:

Motorola Solutions: The recommendation from field testers was split - 1 vote "Yes" and 1 vote "No". The "Yes" vote primarily came from the confidence the tester felt in doing his job and generally liked the effects of having the system. The "No" vote was based on poor battery performance, wearability and complexity of the system (the way it connects to radio, etc.). Each tester had to work with support on more than occasion.

Taser International, Inc.: The recommendation from both field testers was "Yes". The system was simple to use and worked reliably. Only one tester had to contact support during initial configuration, and the issue was resolved in an hour. One tester felt he could train the entire department on use of the system in a relatively short period.

Utility Associates, Inc.: The recommendation from both field testers was "No". Although there were a great deal of features, overall, the system was too complex and each component must be working 100% for the system to function. If any one of the components was not working properly, then the overall system failed. Of note were the two "discarded" videos from the field - ironically, these were the two most important videos that the officers recorded during their trial of the system. Each tester had to contact, and work with support on multiple occasions.

The Evaluation Committee considered the following factor in recommending Taser International, Inc.:

Taser evaluation scores were among the top ranked scored in all competing categories.

D. FINANCIAL REVIEW

Taser International Inc. was determined financially stable with positive credit ratings during the evaluation.

E. REFERENCE FINDINGS

Subsequent to making a decision on a recommendation for selection, references were contacted and were exceptionally positive.

F. RECOMMENDATION

For the reasons described above, the Evaluation Committee unanimously recommends that Taser International Inc. be awarded as the best-valued contract to provide Body Cameras, Equipment, Accessories and Services to the City of Sandy Springs Police Department.

Respectfully submitted by the following members of the Evaluation Committee:

*Evaluation Memorandum
Solicitation 17-006
Body Camera Equipment, Accessories, and Services
February 17, 2017*

Keith Zgonc, Deputy Chief SSPD

Jim Fraker, Captain SSPD

James McNabb, Sergeant SSPD

Jonathan Crowe, IT Director

Jesse Cail, Technology Security Officer



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 City of Sandy Springs, GA (**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 Quote Q-153121 (the **Quote**), attached hereto as Exhibit A and incorporated herein 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. The initial term shall be from the Effective Date through June 30, 2018 (the Initial Term). The Agreement shall automatically renew for five (5) additional one year terms unless earlier terminated by either Party in accordance with the terms of this Agreement. The Agency may renew this Agreement upon terms and conditions agreed to by the Parties. New products and services may require additional terms and conditions. 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.

"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.

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

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. 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, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. 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 FOB Shipping Point 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 any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 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. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. 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 to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) 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) to any Axon Product whose 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.

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



11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 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.

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

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

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

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.



15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. As long as this agreement is in effect, the Agency may terminate for any reason with notice of at least ninety (90) days prior to the end of the then current fiscal year.

15.3 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 the Manufacturer's Suggested Retail Price (**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. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

- 16.6 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.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 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.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might



arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency: City of Sandy Springs, Georgia
Attn: City Manager
7840 Roswell Road, Suite 500
Sandy Springs, Georgia 30350

Sandy Springs Police Department
Attn: Chief
7840 Roswell Road, Suite 301
Sandy Springs, Georgia 30350

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

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

Axon Enterprise, Inc.

Signature:
Name: ROBERT DRISCOLL
Title: VP, SALES OPERATIONS
Date: 4/19/18

City of Sandy Springs, GA

Signature:
Name: John McDonough
Title: City Manager
Date: 4/25/2018

Evidence.com Terms of Use Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term 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 Evidence.com Subscription 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. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

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.

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- 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 only if all amounts due have been paid (there will be no application

functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 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.

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 the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 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. TAP for Axon body worn 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.** The 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 (**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 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.
- 4** **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the

Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6** **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again, 5 years after the TAP Term begins.
- 6.1. TAP as a stand-alone.** 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 Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn 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 Body Worn Upgrade Model.
- 6.2. OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7** **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 (**Dock Upgrade Model**). If the Agency would like to change product models for the Dock 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 Dock 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 Dock Upgrade Model.
- 8** **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:
- 8.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the free upgrades.

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- 8.3.** 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.
- 8.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
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Axon Integration Services Appendix

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

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

- 5.1.** Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2.** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 5.3.** Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 5.4.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 5.5.** Promptly installing and implementing any and all software updates provided by Axon;
- 5.6.** Ensuring that all appropriate data backups are performed;
- 5.7.** Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9.** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 Authorization to Access Computer Systems to Perform Services. Agency 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

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

- 1** **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2** **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3** **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4** **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5** **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

 - 5.1.** If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2.** Additional charges for Axon services may apply in the event Axon is required to (a)

replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

- 5.3.** If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 Fleet Wireless Offload Service.

6.1. License Grant. Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

6.2. License Start Date. The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.

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

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

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

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

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

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

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

- 9.1.** Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 9.2.** Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 9.3.** The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

TASER 60 Appendix

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).
2. **Payment Terms.** Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
3. **TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.
4. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.
5. **TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:
 - 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
 - 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.

13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

Exhibit A
Quote: Q-153121
(attached)



Sandy Springs Police Dept. - GA

3/28/2018

Q-153121-43188.024RA

1

Axon Sales Representative
Rich Allen

rallen@axon.com



QUOTE: Q-153121-43188.024RA

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

Issue Date: 03/28/2018

Quote Expiration: 03/30/2018

Account Number: 303216

Start Date: 03/23/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

Sales Representative:

Rich Allen
Phone:
Email: rallen@axon.com
Fax:

Primary Contact:

Jim Fraker
1-770-551-6920
jfraker@sandyspringsga.gov

BILL TO:

Sandy Springs Police Dept. - GA
7840 Roswell Rd, Suite 300
SANDY SPRINGS, GA 30350
US

SHIP TO:

Jim Fraker
Sandy Springs Police Dept. - GA
7840 Roswell Rd, Suite 300
SANDY SPRINGS, GA 30350
US

20 add-on - ramp up to 7/1/2018

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80047	CAD/RMS SERVICE ADD-ON: 1 YEAR	20	60.00	0.00	0.00
80017	PRO EVIDENCE.COM LICENSE: 1 YEAR	20	156.00	109.20	2,184.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	20	499.00	404.19	8,083.80
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	20	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	20	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	20	0.00	0.00	0.00
				Subtotal	10,267.80
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	10,267.80

Year 1- OSP licenses Upgrade

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	92	1,188.00	520.35	47,872.20
85110	EVIDENCE.COM INCLUDED STORAGE	3,680	0.00	0.00	0.00
80051	CAD/RMS SERVICE ADD-ON: 5 YEAR	97	900.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	468.00	2,340.00

Year 1- OSP licenses Upgrade (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
				Subtotal	50,212.20
				Estimated Tax	0.00
				Total	50,212.20

Year 1 - OSP AB2 Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	3	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4" , AXON RAPIDLOCK	3	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 1 - Taser 60 Hardware and Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	84	331.00	230.00	19,320.00
Hardware					
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	188.00	188.00	188.00
22003	HANDLE, YELLOW, CLASS III, X2	84	0.00	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	78	0.00	0.00	0.00
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	6	0.00	0.00	0.00
70116	PPM, SIGNAL	84	0.00	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	164	0.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	164	36.00	36.00	5,904.00
				Subtotal	25,412.00
				Estimated Tax	0.00
				Total	25,412.00

Taser 60 CEW Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22003	HANDLE, YELLOW, CLASS III, X2	2	1,170.00	0.00	0.00
85175	TASER 60 X2	2	0.00	0.00	0.00

Taser 60 CEW Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
70116	PPM, SIGNAL	2	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	110	1,548.00	811.42	89,256.20
85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	11	1,188.00	1,188.00	13,068.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	110	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	110	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	110	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	110	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	110	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	110	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	110	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	110	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	220	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	220	0.00	0.00	0.00
74027	Axon Fleet Dongle	110	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	110	880.00	704.00	77,440.00
11511	ROUTER ANTENNA, FLEET	110	270.00	216.00	23,760.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	110	550.00	550.00	60,500.00
				Subtotal	264,024.20
				Estimated Tax	0.00
				Total	264,024.20

Year 1 - Fleet Spares

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

Year 1 - Fleet Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
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
71084	JUNCTION BOX, FLEET 2	3	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	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
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 - OSP payments & OSP CEW hardware delivery

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	92	1,188.00	1,069.20	98,366.40
85110	EVIDENCE.COM INCLUDED STORAGE	3,680	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	421.20	2,106.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
Hardware					
22003	HANDLE, YELLOW, CLASS III, X2	92	0.00	0.00	0.00
22014	WARRANTY, 4 YEAR, X2	92	0.00	0.00	0.00
70116	PPM, SIGNAL	92	0.00	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	88	0.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	164	36.00	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	164	35.00	0.00	0.00
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	6	0.00	0.00	0.00
				Subtotal	100,472.40
				Estimated Tax	0.00
				Total	100,472.40

Year 2 - Taser 60 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	84	331.00	240.00	20,160.00
				Subtotal	20,160.00
				Estimated Tax	0.00
				Total	20,160.00

Year 2- Fleet Payments

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	110	1,548.00	1,191.97	131,116.70
85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	11	1,188.00	926.85	10,195.35
				Subtotal	141,312.05
				Estimated Tax	0.00
				Total	141,312.05

Year 3- OSP Payments & Cartridges

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	92	1,188.00	1,069.20	98,366.40
85110	EVIDENCE.COM INCLUDED STORAGE	3,680	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	421.20	2,106.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
Hardware					
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	150	35.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	150	36.00	0.00	0.00
				Subtotal	100,472.40
				Estimated Tax	0.00
				Total	100,472.40

Year 3 - Taser 60 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	84	331.00	240.00	20,160.00
				Subtotal	20,160.00
				Estimated Tax	0.00
				Total	20,160.00

Year 3 - Fleet Payments

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	110	1,548.00	1,191.97	131,116.70

Year 3 - Fleet Payments (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT	11	1,188.00	926.85	10,195.35
				Subtotal	141,312.05
				Estimated Tax	0.00
				Total	141,312.05

Year 4 - OSP Payments & Cartridges

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	92	1,188.00	1,069.20	98,366.40
85110	EVIDENCE.COM INCLUDED STORAGE	3,680	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	421.20	2,106.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
Hardware					
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	150	35.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	150	36.00	0.00	0.00
				Subtotal	100,472.40
				Estimated Tax	0.00
				Total	100,472.40

Year 4 - Taser 60 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	84	331.00	240.00	20,160.00
				Subtotal	20,160.00
				Estimated Tax	0.00
				Total	20,160.00

Year 4 - Fleet Payments

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	110	1,548.00	1,191.97	131,116.70
85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT	11	1,188.00	926.85	10,195.35
				Subtotal	141,312.05
				Estimated Tax	0.00
				Total	141,312.05

Year 5 - OSP Payments & Cartridges

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	92	1,188.00	1,069.20	98,366.40
85110	EVIDENCE.COM INCLUDED STORAGE	3,680	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	421.20	2,106.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
Hardware					
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	150	36.00	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	150	35.00	0.00	0.00
Subtotal					100,472.40
Estimated Tax					0.00
Total					100,472.40

Year 5 - Taser 60 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	84	331.00	240.00	20,160.00
Subtotal					20,160.00
Estimated Tax					0.00
Total					20,160.00

Year 5 - Fleet Payments

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	110	1,548.00	1,191.97	131,116.70
85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	11	1,188.00	926.85	10,195.35
Subtotal					141,312.05
Estimated Tax					0.00
Total					141,312.05

Grand Total	1,397,694.00
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Discounts (USD)

Quote Expiration: 03/30/2018

List Amount	1,954,566.00
Discounts	556,872.00
Total	1,397,694.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
20 add-on - ramp up to 7/1/2018	10,267.80
Year 1- OSP licenses Upgrade	50,212.20
Year 1 - OSP AB2 Spares	0.00
Year 1 - Taser 60 Hardware and Payment	25,412.00
Taser 60 CEW Spares	0.00
Year 1 - FLEET	264,024.20
Year 1 - Fleet Spares	0.00
Year 2 - OSP payments & OSP CEW hardware delivery	100,472.40
Year 2 - Taser 60 Payment	20,160.00
Year 2- Fleet Payments	141,312.05



Summary of Payments (Continued)

Payment	Amount (USD)
Year 3- OSP Payments & Cartridges	100,472.40
Year 3 - Taser 60 Payment	20,160.00
Year 3 - Fleet Payments	141,312.05
Year 4 - OSP Payments & Cartridges	100,472.40
Year 4 - Taser 60 Payment	20,160.00
Year 4 - Fleet Payments	141,312.05
Year 5 - OSP Payments & Cartridges	100,472.40
Year 5 - Taser 60 Payment	20,160.00
Year 5 - Fleet Payments	141,312.05
Grand Total	1,397,694.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Sandy Springs Police Dept. - GA

Quote: Q-153121-43188.024RA

Sold By:	Rich Allen
Designed By:	Andrew Tanis
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	Sandy Springs Police Dept. - GA	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 110 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 220 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"> • 4G LTE Cellular <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
When triggered, the Axon Signal Unit (ASU) will activate the recording mechanism of all Axon cameras within 30 feet of the vehicle.		
Axon Battery Boxes	Each battery box will provide power to its connected camera for up to 4 hours, to allow for video offload while the vehicle is in an off state.	
Signal Activation Methods	A recording trigger will occur when the Axon Signal Unit detects a change in voltage on a terminal. All Axon cameras within 30 feet of the triggered Axon signal unit will begin recording.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel.	
	Axon to provide Fleet Cameras, Axon Signal Units and Battery Boxes	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide an MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	220	440
	Mobile Data Terminal	110	
	Cradlepoint IBR900 Series	110	
Hardware Provisioning	Customer to provide all IP addressing and applicable network information		

Network Consideration Agreement

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

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have significant 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 on time and on budget.
Vehicle Installation	Customer 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 are subject to additional costs.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional costs.
Training	Axon will provide on-site training to lead the AXON Fleet deployment. End-user go-live training and support: This training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

Notes

This quote creates a new 5-year contract beginning 3/23/2018 and ending 6/30/2023. This terminates contracts 11336, 11335, and 13709 (and all associated licenses) on 6/30/2018.

All cameras and docks previously purchased under contracts 11336 and 11335 will be covered with TAP subscription under the new OSP licenses created in this contract.

All Fleet hardware previously purchased under contract 13709 will be covered with TAP subscription under the new Fleet Unlimited licenses created in this contract. Cradle Care licenses (item #11521) obligations from prior purchase is not terminated and is transferred to this new contract

Body-worn Camera hardware and docks contained in this quote are eligible for two TAP upgrades.

A credit in the amount of \$59,647.50 has been applied to year 1 for previously paid and unfulfilled deliverables.

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Officer Safety Plan Includes:

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

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

Axon's Sales Terms and Conditions

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

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Rich Allen at rallen@axon.com or fax to

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