

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
THE PURCHASE OF LAW ENFORCEMENT
MOBILE VIDEO AND EVIDENCE STORAGE
WITH
AXON ENTERPRISES, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of law enforcement mobile video and evidence storage, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2020 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **AXON ENTERPRISES, INC.**, whose office are located at 17800 North 85th Street, Scottsdale, Arizona 85255 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically law enforcement mobile video and evidence storage, and City desires to procure same from Vendor; and

WHEREAS, City has issued Request for Proposal No. 19-019 for the provision of said goods and services; and

WHEREAS, the City has determined that the proposal submitted by the Vendor provides the best value for the City of Round Rock Texas; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide said goods and/or services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and Supplies** mean the specified supplies, materials, commodities, or equipment as described in Exhibit "A" and Exhibit "B," said exhibits attached hereto and incorporated herein by reference for all purposes.

F. **Vendor** means Axon Enterprise, Inc., its successors or assigns.

2.01 EFFECTIVE DATE, TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall be for sixty (60) months from the effective date of this Agreement as described above.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause by providing thirty (30) days written notice or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," the Vendor's Proposal and Exhibit "B," Vendor's Best and Final Offer. The Vendor's Master Services and Purchasing Agreement is attached as Exhibit "C," and incorporated hereto by reference. The Agreement, together with all the attached exhibits, comprise the Contract Documents.

4.01 ITEMS

A. The goods and services which are the subject matter of this Agreement are described generally in the attached Exhibit "A" and Exhibit "B."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" and Exhibit "B" within the contract term specified pursuant to the terms in this Agreement and the Vendor's Master Services and Purchasing Agreement, attached as Exhibit "C." A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for goods and services during the term of this Agreement at the pricing set forth at in Exhibit "B," attached hereto.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00)** for the term of this Agreement in the yearly amounts as set forth in the attached Exhibit "B."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Heath Douglas
Chief Information Officer
221 East Main Street
Round Rock, Texas 78664
(512) 218-5508
hdouglas@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth in Exhibit "D," attached hereto and incorporated herein by reference for all purposes.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to Vendor, unless Vendor cures such breach within the thirty (30) day period.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligent acts, errors or omissions, or willful misconduct of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this

Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Axon Enterprises, Inc.
17800 North 85th Street
Scottsdale, AZ 85255

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Axon Enterprises, Inc.

By: Matt Morstad
Printed Name: Matt Morstad
Title: Senior VP, Sales Operations
Date Signed: 2/20/2020

LAW ENFORCEMENT MOBILE VIDEO AND EVIDENCE STORAGE SOLUTION

ROUND ROCK POLICE DEPARTMENT

RFP Number: 19-019

Submitted By: Axon Enterprise, Inc.

17800 North 85th Street

Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

July 23, 2019

ORIGINAL



Exhibit "A"

AXON ENTERPRISE, INC.
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255



July 17, 2019

The City of Round Rock
221 East Main Street
Round Rock, TX 78664-5299

DEAR MR. SEELIG:

Axon Enterprise, Inc. (Axon) is pleased to submit the enclosed proposal for body-worn and in-car camera solutions to the City of Round Rock (the City) and the Round Rock Police Department (RRPD). This proposal describes Axon's top-tier integrated body-worn and in-car camera systems. We welcome the opportunity to build upon the strong foundation we've established through our TASER CEW partnership.

The systems you select should work together to meet your objectives, and the solution's provider should understand and support your goals for implementation. Axon is the leading provider of law enforcement technology; our primary purpose is to help you achieve your goals and continue to advance the efforts of public safety agencies through technology wherever possible.

Our comprehensive body-worn camera program offers rugged and reliable cameras, the Axon Body 2, with numerous mounting possibilities for each option. The cameras attach securely and comfortably to your officers' uniforms, so they can go about their days as usual with the assurance that the devices will serve their purpose whenever needed.

Our advanced in-car camera program, Axon Fleet, includes forward- and rear-facing HD cameras and multiple equipment integration options for your other in-car systems. Your officers can record events both outside and inside their vehicles to make sure they capture critical incidents wherever they occur.

Axon's body-worn and in-car camera systems both consolidate the digital evidence they capture in Axon Evidence, Axon's cloud-based and CJIS-compliant digital evidence management software (DEMS). This means the City can manage, store, organize and interact with all their digital evidence in a single secure environment.

Benefits of the integrated Axon body-worn and in-car cameras and Axon Evidence platform include:

- ▶ Regular hardware refreshes
- ▶ Expert deployment, training, and support
- ▶ Body-worn and in-car technology integration
- ▶ Wireless in-car video data offload to Axon Evidence

Exhibit "A"

- ▶ Monthly software upgrades
- ▶ Unlimited cloud-based storage
- ▶ Immediate video access
- ▶ Proven CAD/RMS integrations via Auto-Tagging

Axon has developed, expanded, and enhanced its technology over time to build a fully integrated platform with direct input from law enforcement agencies around the world. To date, we've partnered with over 7,500 agencies to deliver digital evidence solutions that support public and officer safety, preserve an indisputable record of events, and improve community relations.

If you have any questions regarding our proposal, pricing or products, please contact our Proposal Manager, Shawnacee Neziol at 480.463.2177 or shawnacee@axon.com. Thank you for your consideration; we look forward to continued conversation with the city of Round Rock, TX.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Driscoll", written in a cursive style.

Robert Driscoll

VP, Associate General Counsel

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Exhibit "A"

EXECUTIVE SUMMARY

Axon has created a network of people, devices, and applications dedicated to law enforcement and the communities they serve. Every component of the Axon ecosystem – from TASER Smart Weapons to Axon body and in-car cameras to Axon Evidence – works with the others to form complete and cohesive public safety solutions.

Axon proposes an integrated solution comprised of **Axon Body 2** body-worn cameras, the **Axon Fleet** in-car camera system, and **Axon Evidence**, our cloud-based digital evidence management software (DEMS). The summary below provides an overview of our solution's advanced capabilities. We fully demonstrate each component's ability to meet your specific objectives in our responses to your technical requirements, beginning on page 11 in Tab 3 – Technical Solution.

The proposed Axon solution will allow the RRPD to:

- ▶ Automate current manual processes
- ▶ Save resources and costs long-term
- ▶ Leverage fully-integrated technologies
- ▶ Improve data management efficiency, accuracy, and security
- ▶ Scale to support future processes and data growth

A FULLY INTEGRATED SOLUTION

The RRPD's request for a comprehensive camera system and centralized evidence management platform to support high-quality digital evidence capture, organization, storage, retrieval, and sharing aligns directly with our solution's functionality. The Axon solution will support your existing workflows from capture to courtroom.

SOLUTION COMPONENTS

Below is an overview of the hardware and software components of our proposed Axon solution.

AXON CAMERAS – CAPTURING CRITICAL EVIDENCE



Axon Body- Worn Cameras

Axon's durable body-worn cameras offer full shift or longer battery life, multiple mounting options, intuitive controls, and mobile workflows through connected apps to save time on administrative work.



Exhibit "A"





	<p>Axon Fleet In-Car Cameras</p> <p>Axon Fleet is a breakthrough in-car video system with advanced capabilities including automatic activation, HD video, and a flexible design with continuously upgraded software and multiple upload options.</p>
	<p>Axon Signal Technology (Automated Activation)</p> <p>Axon Signal technology activates Axon cameras in the area automatically based on pre-defined triggers to support officers in high-stress situations where recording might be an afterthought.</p>
<p>MOBILE AND MDT APPLICATIONS - MANAGING EVIDENCE FROM THE FIELD</p>	
	<p>Axon View Mobile Application</p> <p>Available for both Android and iOS devices, Axon View allows officers to playback videos, add tags, and assign a title, ID and categories to a video, while still in the field. Axon View automatically maps video with GPS data and allows real-time tagging of metadata from an officer's smartphone. Before the officer sets foot in the office, the video is assigned automatically filed under the appropriate retention schedule. Once uploaded to Axon Evidence, the video evidence can be accessed quickly with a simple keyword search.</p>
	<p>Axon View XL MDT Application</p> <p>Axon View XL is a Microsoft Windows-based desktop application that supports Axon Fleet. It installs on compatible MDT/MDC systems in Fleet-equipped vehicles. Axon View XL allows officers to access a live view of the camera feed, add metadata (evidence categories, titles, and IDs), and play recorded video. Axon body-worn cameras pair with View XL so officers can enter metadata for videos captured by either camera in a single interface.</p>



Exhibit "A"

AXON DOCKS AND WIRELESS OFFLOAD - UPLOADING EVIDENCE



Docking Stations

Axon Docks upload videos to Axon Evidence and update camera firmware while also charging the battery, so the camera is ready for the officer's next shift. Multi-camera docking stations can be wall-mounted to save on space, and serve as a simple, non-intrusive addition to your officer's daily workflow.

Wireless Offload

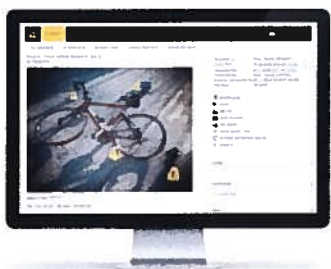
Axon Fleet supports wireless offload of videos to Axon Evidence. Wireless offload can occur through network configurations of Wi-Fi access points and wireless offload servers, as well as 4G/LTE networks using an in-car broadband connection.

AXON EVIDENCE AND PROSECUTOR PLATFORM - MANAGING, STORING, AND SHARING EVIDENCE



Axon Evidence

Axon Evidence is a cloud-based, CJIS-compliant DEMS system with extensive role-based access controls. The application provides a variety of tools to easily manage evidence and share it with partnering agencies and prosecutor's offices. Axon Evidence offers access to a full redaction suite, industry-leading security protocols, scalable storage, and dedicated customer service and support.



Axon Evidence for Prosecutors

Axon offers the prosecutor platform at no additional cost to Axon Evidence agencies' prosecuting partners. This resource helps agencies freely share evidence and case files with your jurisdictional collaborators. The secure, instant digital sharing functionality saves the time and hassle of manual sharing methods (like burning DVDs), all while maintaining chain of custody.

We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of world-class product experts, security pros, engineers, technology specialists, and former law enforcement personnel. What we have in common is a dedication to pushing the boundaries of technology and a commitment to bringing it to law enforcement to make the world a safer place.



Exhibit "A"

TAB 1- BUSINESS ORGANIZATION:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Axon Enterprise, Inc.

17800 N. 85th St.

Scottsdale, AZ 85255

Axon Enterprise, Inc. is not a subsidiary of another firm or company. The Axon headquarters location will perform or assist in performing the work herein. We are a class C corporation; Axon Enterprise first incorporated on January 5, 2001 in Delaware as TASER International, Inc. In the spring of 2017, TASER International, Inc. changed its name to Axon Enterprise, Inc. to reflect our expanded technology focus. Today, Axon is an active Delaware corporation with its principal place of business in Scottsdale, Arizona.



Exhibit "A"

TAB 2 - SYSTEM CONCEPT AND SOLUTION:

Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work, as well as a project plan and timeline. Include any additional information you deem necessary to evaluate your proposal.

In Tab 3, we have provided detailed information on each requirement listed in the Scope of Work of this request for proposal. Axon is proposing the Axon Body 2 and Axon Fleet in-car cameras and Axon Evidence, our cloud-based digital evidence management and storage solution. Details of each are provided below.

AXON BODY CAMERAS

Axon protects life by connecting devices, applications and people onto one centralized network. Our technologies impact every aspect of an officer's day-to-day experience from **capture to courtroom**.



- ▶ **In the field** - Our body-worn and in-car cameras collect video evidence to capture the truth of an incident and our mobile applications enable simple evidence collection. Our TASER Conducted Energy Weapons (CEWs) offer a less-lethal alternative to firearms and have helped saved over 216,434* lives.
- ▶ **At the station** - Our secure, cloud-based digital evidence management solution allows officers and command staff to manage, review, share and process digital evidence using forensic, redaction, transcription and other tools.
- ▶ **In the courtroom** - Our solutions for prosecutors make collaborating across jurisdictions and agencies easy so that cases can be resolved quickly.

Every Axon product from TASER CEWs to body-worn and in-car cameras and the digital evidence management system (Axon Evidence), integrates seamlessly with one another. The Axon Ecosystem complements the systems and processes used by law enforcement agencies today.

IN THE FIELD

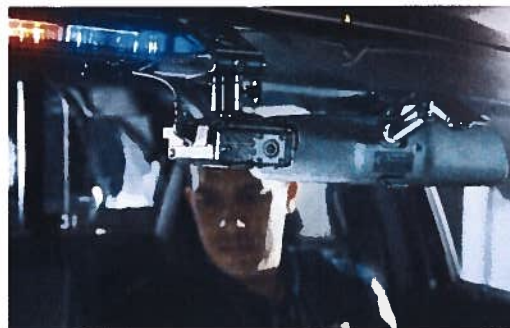
Axon currently offers two **body-worn cameras**; the Axon Body 2 and the Axon Flex 2. Axon's next-generation camera, the Axon Body 3 will be available in 2020. Body-worn cameras are proven to protect officers from false claims, enhance public trust, improve civilian behavior, decrease litigation, help keep officers safe, hold law enforcement accountable and make communities safer.



Exhibit "A"

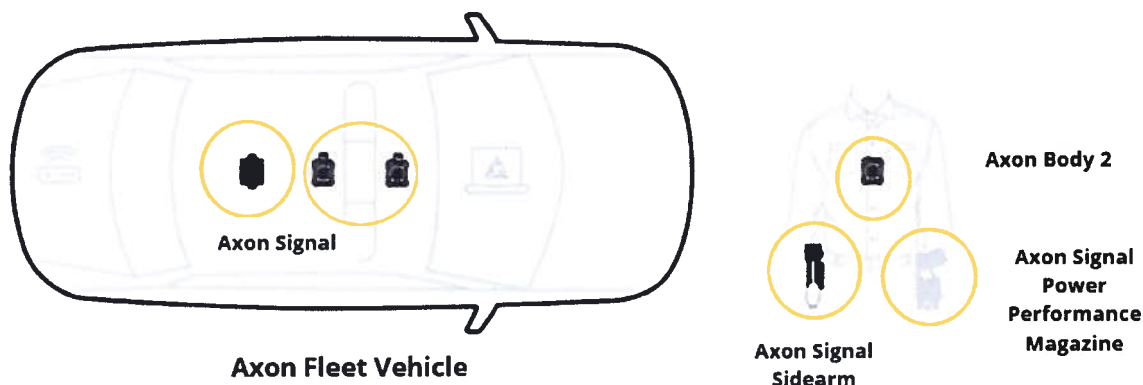
AXON FLEET IN-CAR CAMERAS

Axon Fleet integrates seamlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure



Axon Fleet is part of a powerful network that connects mobile, cloud, and wearable technologies, simplifying and streamlining processes.

Axon Signal, an automatic activation technology for Axon body and in-car cameras, starts recording based on pre-configured vehicle triggers like light bar / siren activation, door, speed, acceleration, crash and unlocking a weapon rack. Additional accessories including the Axon Signal Sidearm trigger recording when a firearm is removed from its holster. The Axon Signal Power Performance magazine will activate camera recording when engaging the arc switch on a CEW.



AXON VIEW XL SOFTWARE APPLICATION

Axon View XL is a Microsoft Windows-based desktop program that supports Axon Fleet. It is designed to be used on the mobile data terminal (MDT) or mobile digital computer (MDC) within a police vehicle. Axon View XL requires the provided Bluegiga Bluetooth dongle to be securely connected to the MDT to communicate with the cameras. Axon View XL allows officers to access a live view of the camera feed, add metadata (evidence categories, titles and IDs), and play recorded video stored on the camera. The application allows officers to control the system from a central location:

- ▶ **Log In** - Axon Evidence will automatically index each video by vehicle and officer.
- ▶ **Run a System Check** - Prior to recording, officers can preview the video and audio being captured by both the front and rear camera.



Exhibit "A"

- ▶ **Start and Stop Recording** - Control one or both cameras manually (in addition to automatic Axon Signal activation).
- ▶ **Live Preview** – Watch live video from both cameras as it is being captured.
- ▶ **Tag Metadata** – Tag video files during or after a recording.

MOBILE APPLICATIONS

Axon's mobile applications, **Axon View** and **Axon Capture**, are compatible with both Android and iOS devices.

Axon View automatically maps video with GPS data and allows real-time metadata tagging from your phone. Before you set foot in the office, your video is filed into the correct evidentiary category, and, has a title and ID. When you need it, evidence can be accessed quickly with a simple keyword search.

Axon Capture is a mobile app that eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the native capabilities of your smartphone.

AUTO-TAGGING INTEGRATION WITH CAD/RMS SYSTEMS

Computer-Aided Dispatch (CAD) and Record-Management systems (RMS) hold metadata that is critical to the usefulness of evidence files. Automatic retention is accomplished through categorization mapping. Axon Evidence can accurately apply ID, retention category, and event location information from event records to evidence files. This automates the process of tagging videos with complete, correct metadata, ensuring greater accuracy of information and increased efficiency, resulting in substantial savings in terms of manpower.

AT THE STATION

At the end of a shift, an officer simply places the Axon camera in the **Axon Dock** and goes home. That's it. Not only does the dock automatically upload video to the cloud, it also charges the device and upgrades the device firmware.

Axon Evidence offers a comprehensive, CJIS-compliant digital evidence management solution and toolset for your users, with the added value of convenience and strict access provisioning. Your agency has access to the following features, based on chosen license tier:

- ▶ Access control with roles and permissions
- ▶ Configurable evidence categories
- ▶ Configurable retention periods
- ▶ Robust search functionality
- ▶ Case functionality to group related assets
- ▶ Secure sharing with prosecution, DA and partner agencies
- ▶ Native redaction suite and transcription service



Exhibit "A"

AXON EVIDENCE PLATFORM FOR PROSECUTORS

With a platform that does not integrate with larger systems and fails to automate crucial tasks, sending evidence from your office to the prosecutor's office could be a gargantuan task. Axon Evidence boasts interoperability with Axon Evidence for Prosecutors, which enables prosecutors to view Axon Evidence com videos at no cost and with no need to invest in expensive digital infrastructure.

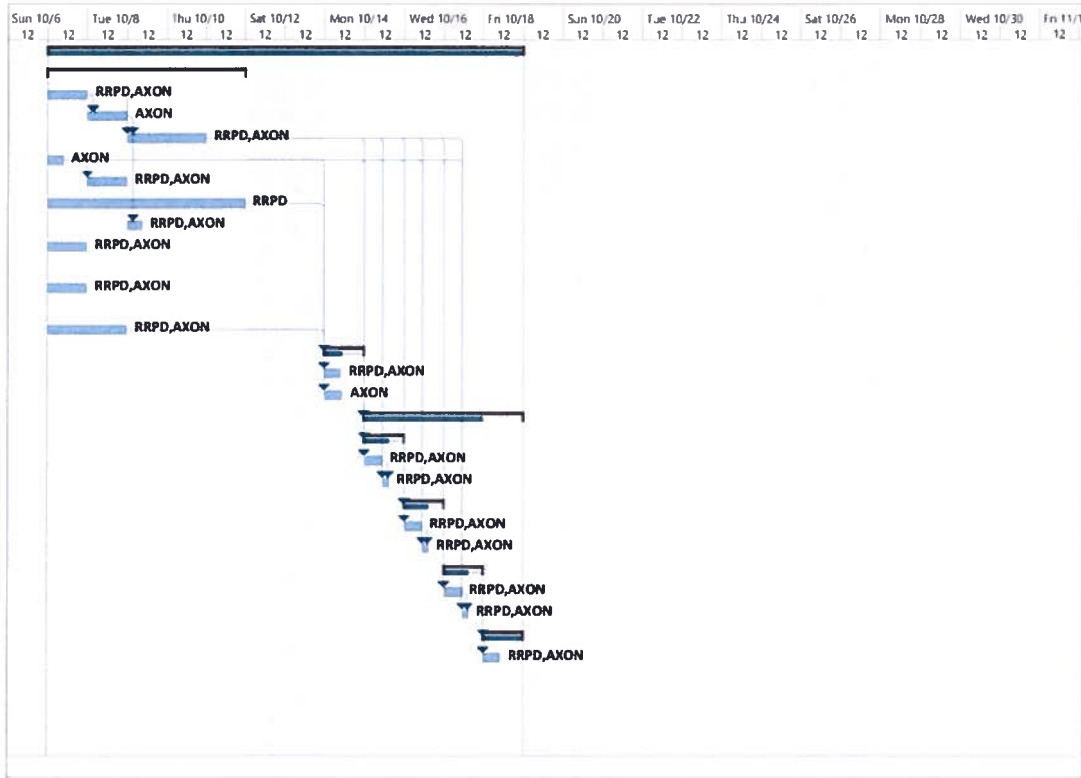
The network provides prosecutors with all the tools they need for viewing, redaction and transcription, all with no overhead cost. The chain of custody and all metadata will be rigorously maintained, even if agency users choose to export part of a video to a third-party tool. In this way, a robust platform can truly enhance collaboration and partnerships between police and prosecutors, ensuring that users get the most out of in-car camera footage and other forms of evidence at every step of the way.



Axon Evidence lets you follow case progress, organize files, and share information with attorneys and prosecutors.

AXON PROJECT PLANS - BODY-WORN CAMERAS

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	
1	Round Rock SO Axon Project	10 days	Mon 10/7/19	Fri 10/18/19			12
2	Configuration Tasks	5 days	Mon 10/7/19	Fri 10/11/19		RRPD, AXON	
3	Site survey for Dock installation, test bandwidth	1 day	Mon 10/7/19	Mon 10/7/19		RRPD, AXON	
4	Dock registration and configuration	1 day	Tue 10/8/19	Tue 10/8/19	3	AXON	
5	Install and test E.com Docks	2 days	Wed 10/9/19	Thu 10/10/19	3,4	RRPD, AXON	
6	Create user accounts in Evidence.com	2 hrs	Mon 10/7/19	Mon 10/7/19		AXON	
7	Inventory, assign, test all Axon devices	1 day	Tue 10/8/19	Tue 10/8/19	6	RRPD, AXON	
8	Draft video police created	5 days	Mon 10/7/19	Fri 10/11/19		RRPD	
9	Record/upload test video	1 hr	Wed 10/9/19	Wed 10/9/19	4	RRPD, AXON	
10	Install AXON Mobile Apps (Done at the time of training)	1 day	Mon 10/7/19	Mon 10/7/19		RRPD, AXON	
11	Install MDT Application (SYNC) (Done at the time of training)	1 day	Mon 10/7/19	Mon 10/7/19		RRPD, AXON	
12	Draft Deployment Plan created	2 days	Mon 10/7/19	Tue 10/8/19		RRPD, AXON	
13	EVIDENCE.COM Training	1 day	Mon 10/14/19	Mon 10/14/19	12	RRPD, AXON	
14	Evidence.com Configuration Meeting	2 hrs	Mon 10/14/19	Mon 10/14/19	8	RRPD, AXON	
15	Train The Trainer	3 hrs	Mon 10/14/19	Mon 10/14/19	6	AXON	
16	Round Rock Go Live Rollout	4 days	Tue 10/15/19	Fri 10/18/19	13	RRPD, AXON	
17	Wave 1 Training	1 day	Tue 10/15/19	Tue 10/15/19	6		
18	Gear Fit and Training - First Shift	3 hrs	Tue 10/15/19	Tue 10/15/19	5,6	RRPD, AXON	
19	Gear Fit and Training - Second Shift	3 hrs	Tue 10/15/19	Tue 10/15/19	5,6,18	RRPD, AXON	
20	Wave 2 Training	1 day	Wed 10/16/19	Wed 10/16/19	17		
21	Gear Fit and Training - First Shift	3 hrs	Wed 10/16/19	Wed 10/16/19	5,6	RRPD, AXON	
22	Gear Fit and Training - Second Shift	3 hrs	Wed 10/16/19	Wed 10/16/19	5,6,21	RRPD, AXON	
23	Make up Training	1 day	Thu 10/17/19	Thu 10/17/19			
24	Gear Fit and Training - First Shift	3 hrs	Thu 10/17/19	Thu 10/17/19	5,6	RRPD, AXON	
25	Gear Fit and Training - Second Shift	3 hrs	Thu 10/17/19	Thu 10/17/19	5,6,24	RRPD, AXON	
26	Round Rock Go Live Complete	1 day	Fri 10/18/19	Fri 10/18/19	23		
27	Post Deployment Meeting	2 hrs	Fri 10/18/19	Fri 10/18/19	23	RRPD, AXON	
28							
29							
30							
31							



FLEET PROJECT PLAN

Round Rock			
ID	Task Name	Duration	Resource Names
1	Pre Sales Phase	3 days	
2	Fleet Qualifier	8 hrs	Axon Sales Engineer
3	Quote	8 hrs	Axon Sales Engineer
4	Offload Method Determination	8 hrs	Axon Sales Engineer
5	SOW	8 hrs	Axon Sales Engineer
6	Initiating Phase	3 days	
7	Initial contact/implementation email	8 hrs	Axon Technical Project Manager, Agency POC
8	Review Order Details	8 hrs	Axon Technical Project Manager, Shipping, Sales Opps
9	Order Entry	8 hrs	Shipping
10	TPM Review of SOW, Fleet Qualifier and Quote	16 hrs	Axon Technical Project Manager
11	Pre-Deployment Call Scheduled	8 hrs	Axon Technical Project Manager, Agency POC
12	Planning Phase	5 days	
13	Pre-Deployment Kick Off Call	8 hrs	Axon Technical Project Manager, Agency POC, Agency IT POC
14	Contact IT POC to provide Technical Specs	8 hrs	Axon Technical Project Manager
15	Determine Onsite Team	16 hrs	Axon Deployment Manager
16	Generate Outlook SOW	8 hrs	Axon Deployment Manager
17	Generate Technical Project Plan	1 day	Axon Technical Project Manager
18	Create/Determine Work Order Requirements	8 hrs	Axon Deployment Manager
19	Delivery of Axon Hardware	2 days	Axon Shipping
20	Confirm Agency Received Equipment	8 hrs	Axon Deployment Manager, Agency POC
21	Execution Phase	23 days	
22	Week 1 (30 vehicles)	4 days	Installation Team, Agency IT POC, Agency POC
23	Week 2 (36 Vehicles)	4 days	Installation Team, Agency IT POC, Agency POC
24	Week 3 (36 Vehicles)	4 days	Installation Team, Agency IT POC, Agency POC
25	Week 4 (36 Vehicles)	4 days	Installation Team, Agency IT POC, Agency POC
26	Week 5 (36 Vehicles)	4 days	Installation Team, Agency IT POC, Agency POC
27	Week 6 (26 Vehicles)	3 days	Installation Team, Agency IT POC, Agency POC

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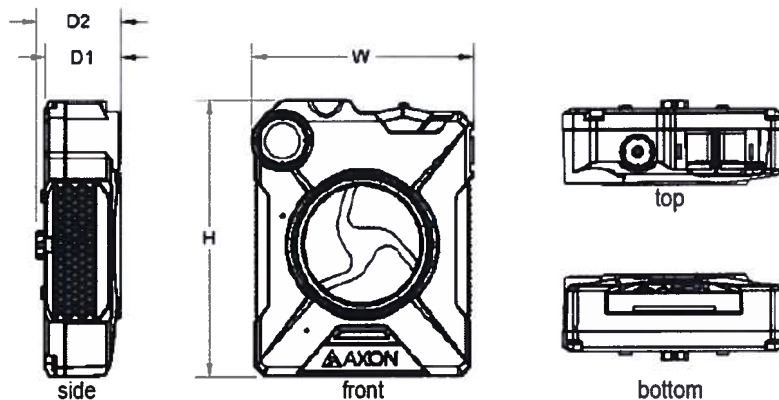


TAB 3 - TECHNICAL SOLUTION AND FUNCTIONAL REQUIREMENTS:

1.1 DESIRED BODY WORN CAMERA REQUIREMENTS SHOULD:

a. Be within industry standards for size and weight (confirm size and weight)

The total weight of the Axon Body 2 is 5.0 oz. (142 grams), inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 0.94" (D1) x 1.01" (D2) x 2.76" (W) x 3.42" (H).



b. Have wide angle lens

Axon Body 2 cameras have a 143° diagonal field of view, a 118.6° horizontal field of view, and a 63° vertical field of view.

The Axon Body 2 lens uses a wide field of view (FOV) to capture relevant and representative evidence, even when the camera is mounted on an officer's beltline. A wide FOV produces a better depiction of what an officer actually saw, as well as his or her surroundings.

DISTORTION CORRECTION

To achieve a wide field of view, other cameras utilize ultra-wide angle or 'fisheye' lenses, which can result in image distortion. The Axon Body 2 automatically corrects for this type of distortion to produce accurate, high-quality video.

c. Have built-In Wi-Fi

Body-worn cameras feature a Wi-Fi transmitter enabled with 802.11n at 5 GHz and 2.4 GHz. Axon products are designed to use the most secure forms of wireless technology, while also taking into account power usage, battery life, and ease-of-use.



Exhibit "A"

The cameras use Bluetooth Low Energy (BLE) 4.0 with some additional security enhancements. Specifically, a proper key exchange layer using Elliptic Curve Diffie-Hellman (ECDH) and 256-bit AES-GCM encryption for data transport have been implemented. Additionally, cameras use Wi-Fi Protected Access 2 (WPA2).

d. Have built-In GPS

Due to the substantial power consumption of capturing and calculating location data, Axon cameras do not contain a built-in GPS chipset. Axon cameras feature an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file in the following ways.

AXON VIEW

Axon cameras can log geolocation data by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file.

AUTO-TAGGING

Another option for associating locations with video files utilizes Axon's Auto-Tagging service. This service securely updates Axon Evidence with address information entered into an agency's Computer-Aided Dispatch (CAD) or Records Management System (RMS) for incidents involving Axon video.

This option is employed by agencies that both do and do not allow officers to use smart devices for police work in the field. Agencies which do not offer a mobility program or authorize the use of personal smart devices often use Auto-Tagging instead of the GPS-enabled geolocation services supported by Axon View.

Agencies which do provide or permit the use of smart devices may use the Auto-Tagging service to complement the Axon View solution. The alternate source of location information is especially beneficial in scenarios that complicate geolocation capture, such as incidents in subterranean environments or buildings with materials that impede GPS. Note that CAD or RMS-captured addresses do not overwrite geolocation information.

AXON EVIDENCE MAPPING

When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture.

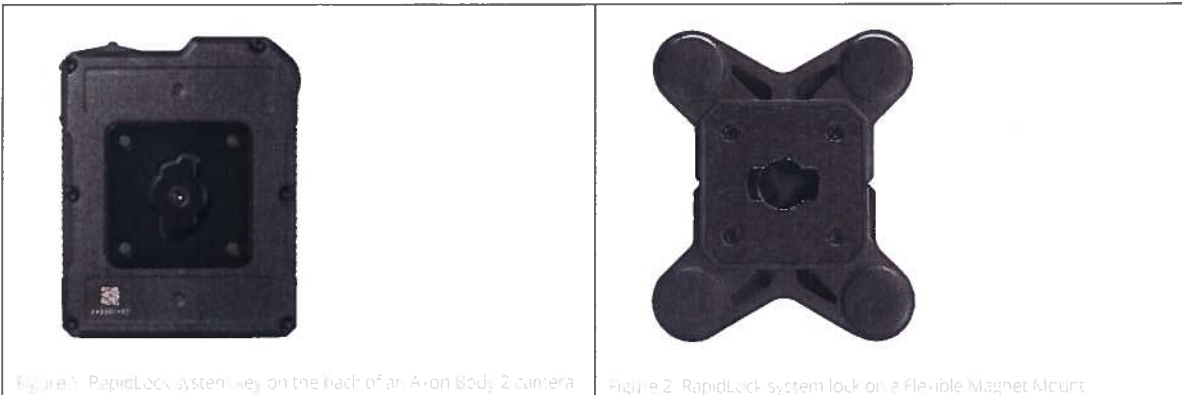


Exhibit "A"

e. Have multiple mounting options - on the body, i.e. clasps, plates, etc.

We offer a variety of mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). Multiple mounting options give officers greater control over the video captured by allowing them to adjust the position and direction of the camera.

The figures below show the components of the RapidLock system on an Axon Body 2 camera and an Axon Flexible Magnet Mount (one of the numerous Axon mounts).



The camera has an integrated attachment piece on its back which inserts into an attachment receiver on an Axon mount. The camera and mount securely fasten to one another with a simple twist.

AXON BODY 2 TACTICAL MOUNT OPTIONS	
Z-Bracket Mount The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.	 Z-Bracket Mount
Magnetic Mount Options We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.	 Flexible Magnet Mount (left) and Outerwear Magnet Mount (right)

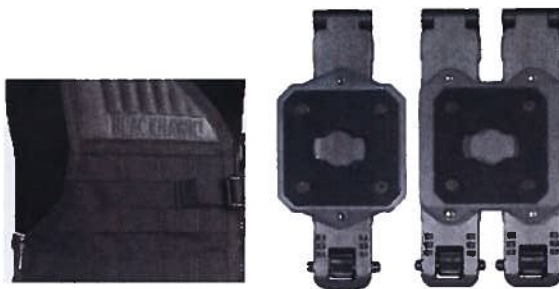


Exhibit "A"

AXON BODY 2 TACTICAL MOUNT OPTIONS

Molle Mount Options

Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.



Tactical Vest (left); Single Molle Mount (center); Double Molle Mount (right)

Wing Clip Mount

The Wing Clip Mount consists of two pieces that make use of clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.

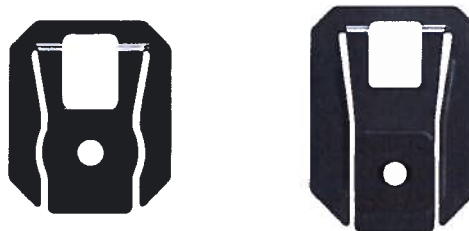


The Wing Clip Mount uses dovetail features to securely attach to an officer's shirt without using magnets

AXON BODY 2 VERSATILE MOUNT OPTIONS

Shirt Pocket Mounts


We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.



4" Shirt Pocket Mount (left) and 6" Shirt Pocket Mount (right)



Exhibit "A"

AXON BODY 2 VERSATILE MOUNT OPTIONS	
Clip Mount The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.	 Clip Mount front angle (left) and back (right)
Velcro Mount The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.	 Velcro mount back (left) and front (right)

f. Withstand fall from six (6) feet and maintain functionality

The Axon Body 2 is impact certified from a height of 6 feet.

g. Withstand extended heat up to one hundred and fifty (150) degrees Fahrenheit without losing functionality or data loss

Axon body-worn cameras have an operating temperature range of -4°F to 122°F [-20°C to 50°C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

h. Meet at least an IPX5 water resistance rating

The Axon Body 2 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

i. Have a sustained stand-by battery life of ten (10) hours without recharging or requiring additional batteries

Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours.



Exhibit "A"

j. Be able to store at least four (4) hours of recording internally

The camera has four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p and a maximum video resolution of 1080p. It utilizes a 16:9 aspect ratio at 1080p and 720p, and a 4:3 aspect ratio at 480p.

Recording capacity and associated settings are defined below.

- ▶ The Low SD setting captures video at a 480p video resolution at a rate of 0.8 GB per 60 minutes of video. This setting supports storage of over 70 hours of video.
- ▶ The High SD setting captures video at a 480p video resolution at a rate of 1.8 GB per 60 minutes of video. This setting supports storage of approximately 35 hours of video.
- ▶ The Low HD setting captures video at 720p video resolution at a rate of 2.7 GB per 60 minutes of video. This setting supports storage of approximately 23 hours of video.
- ▶ The High HD setting captures video at 1080p video resolution at a rate of 5.4 GB per 60 minutes of video. This supports storage of approximately 12 hours of video.

k. Have the ability to view video from the field

Axon provides multiple methods for officers to review Axon body-worn camera videos in the field - Axon View, Axon View XL, and Evidence Sync.

AXON VIEW

Axon View is Axon's free mobile application which enables connection of smart devices to Axon cameras for in-field video playback and evidence management workflows. Using Axon View, officers can create a connection between their smart device and their Axon device to live stream or review videos stored on the camera.

The Axon View app uses Bluetooth and Wi-Fi connections. A Wi-Fi connection must be established between the smart device and the camera to view live or recorded video from the camera.

AXON VIEW XL

Axon View XL is Axon's Windows-based MDT/MDC application for Axon Fleet. When used with Axon Fleet cameras, officers can pair their Axon body-worn cameras with Axon View XL via Bluetooth to view live and recorded body-worn camera footage in the same interface as their Fleet cameras on a vehicle's MDT/MDC screen.



Replay video from your smart device in the field



Exhibit "A"

l. Have the ability to transfer video to cloud-based storage solution from the field

Current generation Axon body-worn cameras are equipped with Wi-Fi 802.11n at 5 GHz and 2.4 GHz. Axon Body 2 and Axon Flex 2 cameras are capable of Wi-Fi offload when used in conjunction with the Axon Fleet system, via the Axon View XL application.

m. Have the ability to deactivate Pre and/or Post record, if applicable

Users with the appropriate permissions can deactivate the pre-event feature in Axon Evidence, however, this is not recommended. Axon body cameras do not offer post-record at this time.

n. Have the ability for the officer/operator to turn the recording indicator off and on

In some situations, officers may wish to turn off the lights on their body-worn cameras, while allowing sounds and vibrations, so they still receive notifications of the camera's operations and status. With proper permissions, officers can control the lights on their cameras through Axon Evidence or the Evidence Sync desktop application (for users with body-worn cameras only, not using Axon Fleet).

o. Have secure encryption of data

Cameras automatically create a cryptographic SHA-2 hash during video transfer to Axon Evidence to verify file integrity, enable auditing, and demonstrate authenticity. Creating the hash at this stage more than sufficiently protects the data, especially given the safeguards in place to protect the data while it resides on the camera's onboard storage.

Onboard storage security measures for Axon cameras are both technological and physical. Video that resides on an Axon camera is encrypted at rest through 256-bit AES encryption. Also, the cameras themselves are hardened to the U.S. Military Standard MIL-STD-810G and are IP-rated to accommodate policing and tactical operations and to prevent unauthorized access to the cameras' on-board data file system.

Once data transfers to Axon Evidence, the SHA-2 hash checksum remains in the evidence audit trail. Axon Evidence audit trails are comprehensive, tamperproof, and stored in a highly secure database. The audit trails generate time-stamped log entry records for all system activity, user activity, and file interactions to strictly maintain the data's validity and verifiability.

Axon Evidence retains the original data for every transferred video file; modifications are handled by creating new, derivative files. To ensure chain of custody, evidentiary files are authenticated by matching the SHA-2 hash of the original file to that of any derivative file.



Exhibit "A"

p. Have still shot capture capabilities

A still image can be captured by simply pressing the Function Button on the device. A marker is placed at a specific frame of the recording and can be extracted as an image file in Axon Evidence after upload.

q. Have multiple charging options, AC, 12V DC

The recommended method of charging Axon cameras is through the Axon Dock. However, Axon cameras are equipped with a 2.0 USB interface to facilitate off-Dock charging. The cameras use a 2.5 mm mono (TS) phone connector for the USB interface. The purchase price of each Axon camera includes a USB charging cable suitable for use with a standard USB charger or in-car USB outlet.

Axon cameras can be charged by any electrical charger with a USB connector, whether outfitted for a standard wall outlet (NEMA-5) or car charger. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. Remember always to recharge a depleted battery as soon as reasonably possible.

r. Use non-propriety output format

Axon video and audio are recorded and exported in a standard, open, and non-proprietary format (including both codec and container).

Audio and video are recorded as the same MP4 encoded file, ensuring perfect synchronization. The video format is MPEG4, using the H.264 compression standard. Sound is recorded via the Advanced Audio Coding (AAC), a coding standard for lossy digital audio compression. The MP4 files can be played using all freely available standard software (e.g., Windows Media player, Real Player, QuickTime, VLC).

s. Use Remote Configuration and Deployment Tools

Axon releases Axon Evidence software upgrades on both a scheduled and nonscheduled basis as required. Axon will release a software update to Axon Evidence during a period of low traffic usage. Software upgrades are "pushed" to Axon Evidence and are immediately available to you as soon as you log on, eliminating the need to perform manual updates. Axon applies these upgrades remotely, so you don't have to worry about properly integrating or updating your systems.

The latest product features, enhancements and software updates, upgrades, patches and fixes and firmware updates are included as part of your investment in Axon Evidence in the price of software licenses.

PATCHES AND FIXES

Patches contain fixes to known issues reported by internal resources or by users at police agencies. There are no additional costs for any software patch or fix deployed. Patch deployment involves minimal or no downtime for the customer's solution.



Exhibit "A"

BODY-WORN HARDWARE FIRMWARE UPDATES

Updates to firmware supporting Axon cameras and Axon Docks are “pushed” from the internet to the local devices through the Axon Docks (or Evidence Sync) without the need for agency interaction. Firmware updates are released on an as needed basis on average, every 2-3 months.

ROUTINE MAINTENANCE SCHEDULE

Routine maintenance is scheduled on the fourth Tuesday of each month at 21:00 – 22:00 PST.

RELEASE NOTES AND DOCUMENTATION

A detailed email is sent to system administrators when new releases, updates or upgrades are made to Axon Evidence, Evidence Sync or Axon hardware.

The Release Notes page in Axon Evidence displays links to the release notes containing a summary of features and enhancements for the current and previous releases.

The User Guides page displays links to guides that provide detailed information on Axon Evidence features. Release notes and user guides are in PDF format.

As updates and features are released, your Customer Success Manager will troubleshoot all changes to ensure a successful experience for customers.

t. Include manual download option

Manual download is achieved using the Axon dock; offload will not commence until the camera is docked. At the end of an officer's shift, they will place their Axon camera into the Axon Dock. Not only does the dock allow for easy upload, but it also charges the device and upgrades the device firmware version without the need for a computer.

u. Have the ability to trigger recordings according to specific events (lights, brakes, holster, etc.)

Axon Signal technology enables Axon cameras to sense nearby events and start recording.

The **Axon Signal Vehicle Unit (ASV)**, a device installed in the patrol vehicle, broadcasts a beacon to Axon cameras in range when specific events are reported. The following vehicle triggers will signal the system to begin recording:

- ▶ Light bar/siren activation
- ▶ Door sensor
- ▶ Exceeding a specified speed
- ▶ Rapid acceleration
- ▶ Crash detection

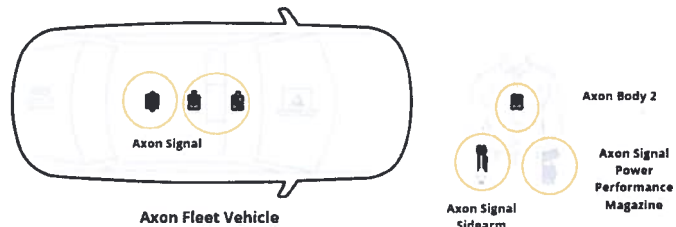




Exhibit "A"

- ▶ Removing a weapon from the vehicle rack

Additionally, the Axon Signal Sidearm is the first wireless sensor to alert Axon body-worn and in-car cameras when a firearm is removed from an officer's holster.

The Signal Performance Power Magazine (SPPM) is a battery accessory for TASER X2 and X26P Conducted Energy Weapons (CEWs). The CEW battery reports to your camera when your weapon is armed so it can start recording and logs the moment the trigger is pulled, and the arc is engaged. Axon Signal technology lets officers focus on the critical situation in front of them, not on activating their camera.

The SPPM allows you to automatically record events without lifting a finger, so you can focus on the situation in front of you.



v. Allow real-time streaming of video feeds from remote location

Remote live streaming is currently under development for the Axon Body 3, Axon's future-generation camera. With the following considerations in mind, Axon is committed to bringing a camera capable of live streaming to law enforcement agencies only after we can ensure we are providing the most secure method possible, while still maintaining video quality.

LIVE STREAMING CONSIDERATIONS - AXON BODY 2 CAMERAS

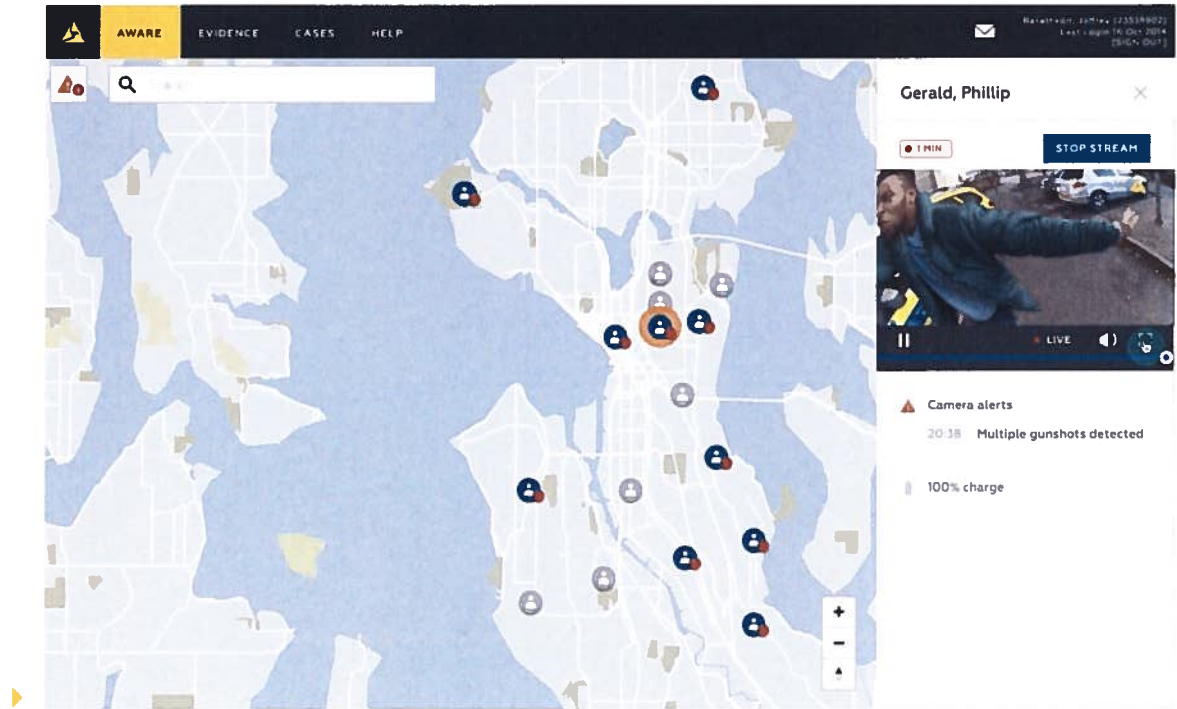
- ▶ Significant Infrastructure: Simultaneously streaming multiple video-feeds from multiple devices to secondary locations requires significant infrastructure from telecommunication providers.
- ▶ Continuous Bandwidth: The telecommunication infrastructure must have sufficient, continuous bandwidth and availability to live-stream video.
- ▶ Data Security: Streaming a live video-feed could compromise the security of evidentiary footage, as well as that of the device. This action may leave stored footage vulnerable and allow unauthorized access to the feed.

The Axon Body 3 camera integrates with real-time situational awareness technology (Axon Aware), allowing the camera to offload video remotely, live-stream video and audio and send alerts in real time. The camera will communicate and stream over LTE connections without the need for a paired mobile phone or Wi-Fi network.

Imagine a scenario where an officer radios dispatch to inform them that they are struggling with a suspect. With Axon Aware, those not on the scene can view the live footage from the officer's body camera, to gain situational awareness (which is useful for sharing with officers providing backup). If the suspect returns to their vehicle and speeds away, the remote viewer can access previously recorded footage and capture an image of the suspect's vehicle or license plate. This image can then be sent to other officers in the area for BOLO alerts.



Exhibit "A"



1.2 MANDATORY BODY WORN CAMERA REQUIREMENTS- UNITS SHALL HAVE:

a. Record capability of at least four (4) hours on single battery charge.

When Axon devices are turned on and in buffering mode, they are capable of recording 12+ hours on a single battery charge.

b. Resolution settings of at least 720p

The default resolution setting is 720p.

c. Audio and video recorder

Axon body cameras are the recording device for both audio and video files.

d. 30 frames per second video minimum

Axon cameras record at a rate of 30 frames per second (FPS).



Exhibit "A"

1.3 DESIRED IN CAR VIDEO AND CAMERA REQUIREMENTS- UNITS SHOULD:

a. Have wide angle lens

The front camera has a 120-degree diagonal field of view, which enables license plate legibility up to 30 feet. The rear camera is compact and discrete and provides a 143-degree diagonal field of view, which captures the entire back seat. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

b. Have front forward and rear seat cameras

The Axon Fleet system is comprised of a front and rear-facing camera.

c. Have In-car microphone

The Axon Fleet camera unit serves as both the video and audio recording device, with a built-in dual-channel stereo microphone. The camera can detect audio up to 20 feet away and pick up multiple conversations at normal volume within its audio range, even in the backseat of a vehicle. Axon Fleet audio is clear, intelligible and always synced with the video footage.

d. Have built-In Wi-Fi

The Cradlepoint router serves as the communication platform inside the vehicle, routing cellular, Wi-Fi, GPS and Metadata for the Axon Fleet system.

e. Have built-In GPS

The Axon Fleet system sources location data from the in-car router and MDT/MDC. When a GPS source is available, Axon Fleet will track the GPS coordinates of the vehicle during recording. The GPS coordinates (latitude and longitude) are embedded as metadata within the video file.

f. Have the capability to tag call type from In-Car system

Axon View XL is a Microsoft Windows-based desktop program that supports Axon Fleet. It is designed to be used on the mobile data terminal (MDT) or mobile digital computer (MDC) within a police vehicle.

With Axon View XL, you can view recorded video on a connected Axon body-worn or in-car camera and tag files with metadata such as title, ID, and category (call type).

Additionally, Axon cameras can interface with your CAD/RMS system and associate the metadata with videos in Axon Evidence. The solution is provider agnostic, and the printout required for tagging and categorization is queried directly from the database, effectively bypassing the CAD/RMS front-end interface. Any system with an accessible back-end database (SQL DB, etc.) can be integrated with the Axon solution. Often, these reports are already pulled for crime statistics reporting.



Exhibit "A"

The service enables automatic tagging of Axon videos with the correct corresponding metadata from the CAD or RMS system. Automatic retention is accomplished through categorization mapping. Axon's solution uses a proprietary algorithm written to compare CAD/RMS call start and end times with Axon video recording start and end times by officer identifier. Axon supplies a small integrator application that automatically encrypts the automated database printout, sends to Axon Evidence via SSL port 443 and then deletes the file from the local server. Automatic tagging occurs once daily with the ability to tag videos from the previous 72-hours.

The solution is unidirectional, no information is passed back to the local record management information system and all metadata is added after the video has been uploaded to Axon Evidence. This automated process does not require the user to manually enter this information.

g. Have the ability to record continuously for a minimum of 12 hours

Recording capacity and associated settings are defined below.

Quality Setting	Resolution	Recording Hours	Quality	File Size (per hour)
Low SD	480p	>70 Hours	Fastest Upload Speed	0.8 GB
High SD	480p	~35 Hours	Balance of Speed & Quality	1.8 GB
Low HD	720p	~23 Hours	Better Quality – Recommended	2.7 GB
High HD	1080p	~12 Hours	Best Quality	5.4 GB

h. Be able to store at least four (4) hours of recording internally

Axon Fleet provides redundant storage by maintaining a copy of all recorded video on both the camera and the MDT until upload to Axon Evidence. This workflow ensures fault tolerance, redundancy and high availability. The hours of recording which may be housed on the device at each resolution are outlined above in response to question g.

i. Have the ability to view the video in the field

Axon View XL is a Microsoft Windows-based desktop program that supports Axon Fleet. It is designed to be used on the mobile data terminal (MDT) or mobile digital computer (MDC) within a police vehicle. With Axon View XL, officers can view in-car and body-worn video in the field.

j. Have the ability to transfer video to cloud-based storage solution from the field

With Axon View XL, officers can upload video Axon Evidence from the field. The Upload tab in Axon View XL shows the upload status for videos, as well as the number of videos in the queue for wireless offload methods. Videos in the uploads queue



Exhibit "A"

automatically upload when Axon View XL connects to Axon Evidence. The status of a video is shown to the right of the video thumbnail.

k. Have the ability to deactivate Pre and/or Post record, if applicable

Users with the appropriate permissions can deactivate the pre-event record feature, however, this is not recommended.

Axon Fleet cameras do not have post-event buffer capabilities; this functionality is not typically necessary, as event recording does not stop until event mode is deactivated by an officer either manually or using Axon View XL.

Axon's research and customer feedback show that many agencies do not utilize post-event buffering and, in many instances, policies prohibit the use of post-event buffering in the interest of preventing privacy issues and ensuring protocols are followed in the field.

l. Have secure encryption of data

Axon is committed to exceeding the security expectations of our customers, and Axon Fleet is no exception. The system was designed with security in mind. Below are details regarding how security is implemented in Axon Fleet's communication protocols, Axon View XL and video storage.

AXON FLEET COMMUNICATION PROTOCOLS

The following protocols are used in each step of the communication workflow:

AXON VIEW XL (MDT) & FLEET CAMERAS

- ▶ Axon Fleet setup and initial camera instructions: Bluetooth
- ▶ Axon Signal activation: Bluetooth
- ▶ Video playback, live view, transfer: WPA2 Secure Wi-Fi
- ▶ Axon Fleet camera instructions and management: WPA2 Secure Wi-Fi

AXON SIGNAL DEVICES & FLEET CAMERAS

- ▶ Axon Signal activation: Bluetooth

AXON VIEW XL (MDT) & AXON EVIDENCE (INTERNET CONNECTIVITY IN-CAR DEPLOYMENT MODELS)

- ▶ Video transfer and system instructions: WPA2 Secure Wi-Fi and FIPS 140-2 validated Axon Cryptographic Module (cert #2878)

AXON FLEET PROTOCOL SECURITY

The protocols outlined above are protected by the following security requirements:

- ▶ **Bluetooth** - Axon adhered to Bluetooth Smart implementation guidance when developing Axon Fleet's Bluetooth communications. Additionally, an extra layer of security was implemented by Axon on top of Bluetooth Smart mitigate inherent Bluetooth concerns such as eavesdropping and man-in-the-middle



Exhibit "A"

attacks. This extra layer of security introduces a proper key exchange layer using Elliptic curve Diffie-Hellman (ECDH) secure the communication between Axon Fleet cameras and the Axon View XL.

- ▶ **WPA2 Secure Wi-Fi** - Axon Fleet is designed to only run on the most secure wireless networks. The Fleet system will only operate on a WPA2 wireless network, specifically WPA2-PSK (AES). Less secure protocols such as WPA2-PSK (TKIP), WPA and WEP do not meet Axon's standards for sufficient protection.
- ▶ **FIPS 140-2 Validated Cryptography for Data in Transit** - Axon Fleet leverages the FIPS 140-2 validated Axon Cryptographic Module (cert #2878) to encrypt and secure data in transit to Axon Evidence.

AXON VIEW XL SECURITY

- ▶ Axon View XL leverages the agency-customizable access control features of Axon Evidence.
- ▶ View XL only uploads video data to Axon Evidence, and cannot be used to access existing evidence data stored on Axon Evidence
- ▶ Video data stored by Axon View XL on the cache of the MDT is encrypted at rest
- ▶ Auto-update functionality is available to seamlessly upgrade View XL and Fleet Cameras to ensure up-to date security, system optimizations and availability of all feature upgrades
- ▶ Axon View XL only interfaces with and accesses necessary files and services on the MDT; other applications that are storing CJI or other sensitive data are not utilized or accessed by View XL
- ▶ Axon personnel or the Axon Evidence service do not have access to an agency's MDT device

AXON FLEET VIDEO STORAGE SECURITY

VIDEO ON CAMERAS

- ▶ Camera Hardening and Protections to protect data that resides on its file system from unauthorized retrieval. Additionally, Axon Fleet cameras are physically hardened to the US Military Standard MIL-STD-810G an IP67-rated and are suitable for policing and tactical operations.

VIDEO MANAGED BY VIEW XL (MDT)

- ▶ Data encryption at rest

VIDEO ON AXON EVIDENCE

- ▶ Data encryption at rest: 256-bit AES encryption
- ▶ CJIS Compliant, NSA Suite B Cryptography



Exhibit "A"

m. Use non-propriety output format

Axon cameras conform to the MPEG-4 Part 2 video compression format, which utilizes a MP4 container and the H.264 compression standard. This format is non-proprietary and allows for playback from any general video player.

n. Use Remote Configuration and Deployment Tools

Axon periodically distributes remote updates for Axon View XL software and Axon Fleet camera firmware. When connected to Axon Evidence, Axon View XL will automatically check for and apply any updated configuration settings every 10 minutes, ensuring the most up-to-date settings are applied to the application and your Axon Fleet cameras.

When updates are available, the system automatically downloads the update and displays an Update button showing the update is ready to install. Axon recommends installing updates at the beginning of a shift, as it might take a couple minutes to complete the installation, and the application will close during the update and will automatically reboot once the update is completed.

o. Have a manual download option

If enabled, Axon Fleet will copy encrypted video evidence to a flash drive/USB thumb drive inserted into an available USB slot in the MDT. Offload is accomplished by removing the drive from the MDT and inserting into the Axon dock. The Axon dock will upload the evidence to the agency's Axon Evidence account. Once upload is confirmed by Axon Evidence, the drive memory will be erased, and a message will be sent to the View XL application installed in the MDT to delete the video files from the MDT and camera memory. Until Axon Evidence confirms successful evidence upload, the video evidence will remain intact on the camera and the MDT memory, safeguarding against loss, failed upload or lost/damage flash drive.

p. Allow real-time streaming of video feeds from remote location

Future generation Axon Fleet cameras will allow for real-time streaming of video feeds from remote locations.

1.4 MANDATORY IN-CAR VIDEO AND CAMERA REQUIREMENTS- UNITS SHALL HAVE:

a. Resolution settings of at least 720p

The Axon Fleet camera has four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p, the default video resolution of 720p and a maximum video resolution of 1080p.



Exhibit "A"

b. Audio and video recorder

The Axon Fleet camera unit serves as both the video and audio recording device, with a built-in dual-channel stereo microphone. The camera can detect audio up to 20 feet away and pick up multiple conversations at normal volume within its audio range, even in the backseat of a vehicle. Axon Fleet audio is clear, intelligible and always synced with the video footage.

c. 30 frames per second video minimum

Axon cameras record at a rate of 30 frames per second (FPS).

d. Ability to trigger recordings according to specific events (lights, brakes, holster, etc.)

Axon Signal technology is included with the Axon Fleet system. When activated, Axon Signal technology will take your Axon Fleet system, as well as configured Axon body-worn cameras within range, from BUFFERING to EVENT mode.

Emergency vehicles can also be equipped with an Axon Signal Unit (ASU). With light bar activation or other activation triggers, the ASU sends a signal to your configured Axon cameras. Upon receiving this signal, your Axon cameras transition from BUFFERING to EVENT mode. When your cameras start recording, you will hear two beeps.

The ASU (or any other device equipped with Axon Signal technology) can only send a signal to tell a camera to start recording. Axon Signal technology does not end recording. If a light bar is turned off, the camera will continue to record. The ASU cannot turn off an Axon camera. If the Axon camera is powered off (not in BUFFERING mode), it will not record, even if an ASU sends an activation signal.

Additionally, the Axon Signal Sidearm is the first wireless sensor to alert Axon body-worn and in-car cameras when a firearm is removed from an officer's holster.

1.5 MANDATORY STORAGE REQUIREMENTS:

a. Off site, secure, cloud storage

The Axon platform of connected video recording and mobile technologies is built around Axon Evidence, a scalable, cloud-based system that centralizes all types of digital files.

Axon Evidence utilizes cloud architecture to provide highly available, redundant storage with no limit to storage capacity.

Security is constantly maintained, reviewed, and upgraded. This leverages the investments and resources of Axon and Microsoft to ensure compliance with the world's most rigorous standards.

Axon will ensure that all content stored in Axon Evidence remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon Evidence customer data is stored within Microsoft Azure Government data centers located in Boydton, VA and Des Moines, IA.



Exhibit "A"

Data centers are equipped with environmental controls such as fire detection and suppression systems, air conditioning and humidity monitoring systems, uninterruptible power supply (UPS) units, and generators.

b. 24-hour access for viewing or downloading the stored videos

Axon Evidence can be accessed 24 hours a day for viewing or downloading videos. The only system requirement for accessing Axon Evidence is a modern web browser and Internet connectivity which and can be accessed from any supported internet browser.

c. Customized search criteria

The search functionality in Axon Evidence is designed to minimize the time spent by a user trying to locate a video file. The search interface consists of a simple layout, while still providing advanced searching capabilities, as well as additional controls for how search results are displayed. Search results are automatically updated as users enter filter information.

Users begin by providing specific criteria (metadata) such as ID, owner, date, etc. to filter the search results. Those filters are used to reduce the agency's entire catalog of evidence down to a short list of relevant evidence. In addition to standard metadata filters, Evidence Search supports filtering evidence by agency-specific custom metadata fields within the advanced search section.

EVIDENCE SEARCH FILTERS

You can start a search from any of the following search pages to narrow your results.

- ▶ **All Evidence** — Finds all evidence, including evidence that you do not have permission to view.
- ▶ **My Evidence** — Finds evidence that you own. Under Filter Evidence, the Owner filter is automatically set to your name.
- ▶ **Evidence Map** — Finds evidence based on location data.
- ▶ **Shared Evidence** — Finds evidence that has been shared with you by the evidence owner.

STANDARD EVIDENCE SEARCH FIELDS

The screenshot displays the Axon Evidence web application interface. At the top is a dark navigation bar with the Axon logo and tabs for EVIDENCE, CASES, INVENTORY, REPORTS, ADMIN, and HELP. A user profile dropdown is visible on the right. Below the navigation bar is a secondary menu with tabs for ALL EVIDENCE, MY EVIDENCE, SHARED EVIDENCE, EVIDENCE MAP, IMPORT EVIDENCE, and CITIZEN EVIDENCE. The main search area contains several input fields: ID, TITLE, USER OR GROUP, DATE (with Start and End date pickers), CATEGORY (a dropdown menu), and TAG (a dropdown menu). Below these fields are buttons for RESET FILTERS and a prominent blue SEARCH button. At the bottom of the search area is a link for SHOW ADVANCED SEARCH.



Exhibit "A"

- ▶ **ID** — Limits search results to evidence whose ID includes the characters you enter in the ID box. You can also enter "None" as the search term to find evidence that does not have an ID.
- ▶ **Title** — Limits search results to evidence whose title includes the characters you enter in the Title box.
- ▶ **User or Group** — Limits search results to evidence owned by a user or members of a group specified. If the user clicks My Evidence, then their name is automatically entered in the User or Group filter.
- ▶ **Date** — Limits search results by either the recorded, uploaded, or deletion date of evidence, as selected. You must also specify a date range by using the From and To boxes, else the search is not limited by date range. Search results are inclusive of the dates specified. You can also specify the date range:
 - ▶ **From** — The start of the date range. If the From box is empty, the date range begins with the earliest date.
 - ▶ **To** — The end of the date range. If the To box is empty, the date range ends with today.
 - ▶ **Time** - Users can include time, in hour and minute increments, with the Start and End parameters in the Date search filter.
- ▶ **Category** — Limits search results to evidence that is assigned to the category that you select. By default, search results include evidence assigned to any category, including uncategorized evidence. You can also enter "None" as the search term to find evidence that does not have a category.
- ▶ **Tag** — Limits search results to evidence whose tags includes the characters you enter in the Tag box. You can also enter "None" as the search term to find evidence that does not have a tag.

ADVANCED EVIDENCE SEARCH FIELDS

If a user requires more granularity in their search, they can click "Show Advanced Search" and they will have additional search criteria options.



Exhibit "A"

- ▶ **File Type** — Limits search results to the file type selected e.g. video, audio, image). By default, search results include all file types. You select from the following:
- ▶ **Status** — Limits search results to evidence whose status matches the status selected (e.g. active, processing, queued for deletion). By default, evidence searches are limited to evidence with a status of Active. You select from the following:
- ▶ **User Association** - Limits search results to evidence that was uploaded by the specified user OR is owned by the specified user. Selecting both will show evidence that was uploaded or is owned by the specified user.
- ▶ **Date Type** (recorded on, uploaded on, deleted on)
- ▶ **Flag**— Limits search results to evidence whose flag status matches the flag status selected.
- ▶ **Device Serial Number** - This allows you to narrow your search results to evidence from a particular device and take advantage of evidence search bulk actions.
- ▶ **Vehicle ID** – Limits search results to evidence from a particular vehicle. Note that this field only appears if your agency uses Axon Fleet and a vehicle has been added to your account with the Vehicle Configuration.
- ▶ **Interviewee, Interviewer, Interview Type** – Search for an interview by the name of the suspect, interviewer name or badge ID, or by interview type.

SORTING AND FILTERING SEARCH RESULTS

By default, search results are sorted by Recorded On, however users can also select one of the following filters. ID, title, owner, uploaded by, uploaded on, recorded on, category, status



Exhibit "A"

ADDITIONAL SEARCH FUNCTIONALITY

- ▶ Auto-Complete: Certain fields will adapt and shorten the drop-down list as the user inputs more information (e.g. Name, Group, etc.). For long lists such as "User" this greatly speeds up the process of searching. An officer only has to type in the first few letters and the application will adapt the drop-down list.
- ▶ Auto-Update: Search results will auto-update. For example, if an officer only has incomplete information about a video, they can rapidly search different variations without the need to repeatedly hit enter or click "search". The search results will automatically update based on the given inputs.
- ▶ Multiple parameters: Axon Evidence supports searching by a combination of the parameters available as part of "Basic" and "Advanced" searches.
- ▶ Specific Parameter Exclusions: Axon Evidence supports specific parameter exclusions. For example, a user can search for all not flagged evidence or they could search all types of evidence except for videos.
- ▶ Defined parameters using "wildcard" search: Axon Evidence allows for the user to specify certain parameters and then search across all remaining evidence using free text fields.
- ▶ Specified Ranges: All seen above, Axon Evidence supports a variety of "range" searches (e.g. Evidence created between a specific range of dates/times, evidence deleted between a specific range of dates/times, etc.).

USER OR GROUP	
David	X
Mesri, David (DM318)	
Luan, David (DL612)	
Chicks, David (DC666)	
Schueler, David (DS234)	

All search results will be based on user access. If a user does not have access to evidence, it will not access in the search results.

SEARCH LANGUAGE OR SYNTAX

Search does not support special syntax or language operators such as: AND (&), OR, wildcard (* or?), or exact match (" "). Search, effectively, treats all values and strings in a free text field as OR and wildcards.

For example:

- ▶ If a user searches a Title of "tim," it will return: "Tim," "Victim," and "Timothy"
- ▶ If a user searches an ID of "432," it will return: "432," "43210," "65432," and "65-432-10"
- ▶ If a user searches a Device Name of "Body Axon" it will return: "Axon Body" and "Axon Body 2"

SEARCH RESULTS

The search results only show evidence files that match all the search filters that you set. When the search is completed, users can select how the search results are shown and sorted.



Exhibit "A"

UPDATE ID	ADD CATEGORY	REASSIGN	REDACT	DOWNLOAD	MANAGE ACCESS	DELETE	RESTORE	EXPORT
7,118 ITEMS FOUND		VIEW TYPE <input checked="" type="checkbox"/> GALLERY <input checked="" type="checkbox"/> TABLE		SORT BY Recorded On		SORT ORDER Az ↑ Zz ↓		
<input type="checkbox"/> ID	TITLE	OWNER	UPLOADED BY	UPLOADED ON	RECORDED ON ↓	CATEGORY	STATUS	
<input type="checkbox"/> None	PHOTO 2017-09-28 184	Halioua, Uriel (007)	Halioua, Uriel (007)	9/28/17 3:48PM	9/28/17 3:48PM	None	Active	
<input type="checkbox"/> None	PHOTO 2017-09-28 184	Halioua, Uriel (007)	Halioua, Uriel (007)	9/28/17 3:48PM	9/28/17 3:48PM	None	Active	

Search results can be shown in a table view (default) or a gallery view.

102 ITEMS FOUND		VIEW TYPE <input checked="" type="checkbox"/> GALLERY <input checked="" type="checkbox"/> TABLE		SORT BY UPLOADED ON		SORT ORDER Az ↑ Zz ↓		
<input type="checkbox"/> ID	TITLE	RECORDED BY	OWNER	UPLOADED ON ↑	RECORDED ON	CATEGORY	STATUS	
<input type="checkbox"/> 2016100915355	(Clip 1) A/KON Body 2	Maddie Elden (2301)	Maddie Elden (2301)	03 Nov 2015 22:14:92	03 Nov 2015 22:14:92	2m 1s	DUI	Active
<input type="checkbox"/> 2016100915355	A/KON Body 2 Video 20	Maddie Elden (2301)	Maddie Elden (2301)	03 Nov 2015 22:14:92	03 Nov 2015 22:14:92	57m	Officer Training	Active
<input type="checkbox"/> 2016100910213	Screen Shot 2016-07-0	Anshuman Srivastava (31)	Anshuman Srivastava (31)	03 Nov 2015 22:14:92	03 Nov 2015 22:14:92		DUI, Officer Training	Active
<input type="checkbox"/> 2016100910323	A/KON Body 2 Video 20	Josh Hepfer (4834)	Josh Hepfer (4834)	03 Nov 2015 22:14:92	03 Nov 2015 22:14:92	1h 32m	Officer Training	Active
<input type="checkbox"/> 2016100904134	(Extraction 12) Screen	Dan Bellia (9804)	Dan Bellia (9804)	03 Nov 2015 22:14:92	03 Nov 2015 22:14:92		DUI	Active

Table View

102

ITEMS FOUND

☐ SELECT 20 ITEMS ON PAGE

VIEW TYPE

GALLERY

TABLE


SORT BY

TITLE

SORT ORDER

Az ↑

Za ↓



Video-10-20-4354356.mp4

38s


Michelle Guarino

(2901)

ID 49290192 - 891289

RECORDED ON 05/20/2016 12:21:20

CATEGORY DUI, Training officer, a...



Video-10-20-4354356.mp4

38s


Michelle Guarino

(2901)

ID 49290192 - 891289

RECORDED ON 05/20/2016 12:21:20

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38s

Michelle Guarino

(2901)

ID 49290192 - 891289

RECORDED ON 05/20/2016 12:21:20

CATEGORY DUI, Training officer, a...

Gallery View

EVIDENCE MAP SEARCH

The map icon used for an evidence file is determined by the evidence type. There are six icons that correspond to file types; video, audio, document, image, firing log and other.



Exhibit "A"

Video



Audio



Document



Image



Firing Log



Other



You can pan by positioning the mouse pointer over the map and moving the mouse to the desired location. You can also zoom in or out by clicking the + and – icons on the map or use the wheel on your mouse.

The Evidence Map allows a user to search by an address, city, zip code, etc. and provides basic features for finding and viewing an evidence location on the map. The location field shows by default and you can also use advanced search to enter additional filters including user, date and category and narrow your results.

d. Ability to scrub (fast forward/rewind) video during playback

The Axon Evidence media player enables you to play audio and video evidence files that are in supported file types.

MEDIA PLAYER ACTIONS














Action	Steps
Play	Click 
Play faster or slower	Click the playback speed selector until the speed you want is selected. You can choose from standard speed (1X), double speed (2X), or quadruple speed (4X).
View Thumbnails	Over the scrub bar, hover the mouse pointer above the time for which you want to see a thumbnail.



Exhibit "A"

Action	Steps
	A thumbnail image for the time appears.
Jump Ahead or Back	On the scrub bar, click and hold the scrub handle and drag it to the time desired in the media file.
Skip to Events	Click  or  The video jumps to the previous or next marker or clip.
Pause	Click 
View Frame by Frame	Click  or 
View Full Screen	To enter full-screen viewing mode, click  To exit full-screen viewing mode, click  .
Rotate Screen	Click  Click  .
Change video quality	Click  Click the desired video quality.
Mute, Unmute, or Control Volume	To mute audio, click  To unmute audio, click  To raise or lower the audio volume, click and hold the audio slider and drag it left (quieter) or right (louder), as needed.

e. Ability to tag video while in the field for event type, associated with file retention and automatic purging

With Axon View XL, you can view recorded video on a connected Axon body-worn or in-car camera and tag video files with metadata such as title, ID, and category while in the field.

Recordings are displayed together in incident groups so that users can enter and apply metadata information to all the recordings in an incident group. Axon View XL transfers the tag information to the Axon camera. The tag information that you apply does not alter the original video evidence file.

You will only be able to review and annotate video currently stored on the camera through the Axon View XL application. Video that has already been offloaded can be accessed by logging into Axon Evidence. Axon Evidence is accessible from any device with an internet connection via a standard web browser, subject to IP restrictions and security settings configurable at the agency level.

Officers can pair their Axon body-worn camera with the Axon View XL application, which allows them to review recorded video on a connected Axon camera and tag



Exhibit "A"

video evidence files with ID, title, and category metadata. Officers can add metadata to videos recorded by Axon Fleet and body-worn cameras at the same time.

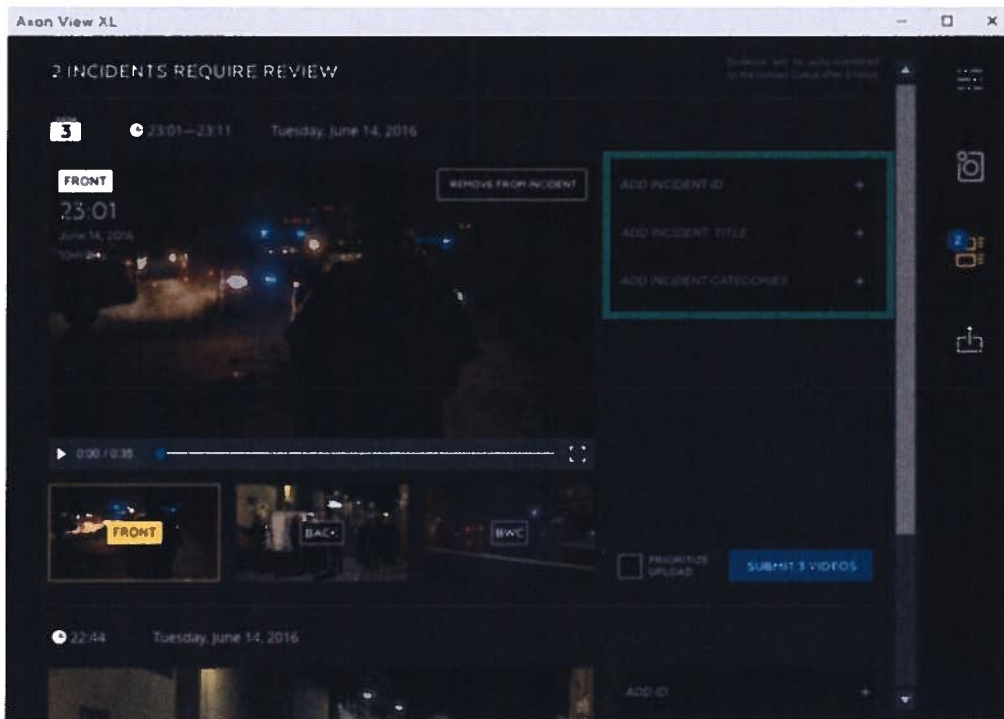


For each metadata box, add or edit the desired metadata fields including:

- ▶ **ID** — Tap the ID box and type the case ID that you want to apply to the video-evidence file.
- ▶ **Title** — Tap the Title box and type the title that you want to apply to the video-evidence file.
- ▶ **Category** — Tap Category and then, on the Select Category screen, tap the category that you want to apply to the video-evidence file. You can start typing a name of the category and the list auto populates. Multiple categories can be added to the same video.



Exhibit "A"



While on the Review tab, you can navigate between different videos by using the scroll bar. You can also add metadata and play the video and view the playback in full screen mode.

The retention category assigned to a video file determines how long a file remains active in Axon Evidence and can be configured to remain in your systems for as long as you desire. At the end of a file's retention duration, Axon Evidence initiates an automatic deletion process that includes notifications, a grace period for recovery, and restoration options.

f. Upon termination of the contract, the City shall be given sufficient time to download all audio and video content

Should the agreement be terminated, Axon will give the City enough time to download all audio and video content.

g. Acknowledgment that all data is property of the city and must be made available at no additional cost

All digital evidence stored on Axon Evidence is owned by RRPD and can be exported at any time. Contracts are constructed to ensure that you retain all ownership of your data. Upon contract termination, Axon can provide all Partner API Documentation to facilitate the task and provide ample time for you to migrate your data at no cost. If the City wishes to extract all data stored in the application, data is exported in the format it was recorded (MP4 for Axon captured assets).



Exhibit "A"

h. Storage solution compliance with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. [NOTE: For additional information on CJIS standards, please see <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> .]

Axon Evidence was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats.

Axon acknowledges and abides by all aspects of the CJIS Security Addendum, and we are contractually committed to meeting CJIS, as the CJIS Security Addendum is included by reference into the Axon Master Services and Purchasing Agreement.

All Axon CJIS-authorized personnel are required to complete CJIS security training in compliance with the CJIS Security Policy. Axon uses 'CJIS Online' from Peak Performance Solutions to conduct and coordinate CJIS-specific security training. Axon personnel training records are available to customers within the CJIS Online system. Any additional RRPD-specific security awareness training can be conducted as required.

In addition to security awareness, training, Axon CJIS-authorized personnel have undergone state and federal fingerprint-based checks in certain states. Axon is prepared to coordinate with RRPD to ensure that all Axon CJIS-authorized personnel undergo checks in alignment with the requirements of the RRPD.

Axon's CJIS compliance status has been validated independently by CJIS ACE and the underlying security program is audited on at least an annual basis by an additional third-party as part of Axon's ISO 27001 program.

ENCRYPTION

All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.

i. Ability to export audit trail along with video, including audio and video redactions in an industry standard format

Detailed audit logs track all evidence access and activity and can be exported in an industry standard format, such as PDF or .csv files depending on the audit report selected. Each audit trail entry shows the date, time, user, and details of each action, and users with the appropriate permissions can export audit trails along with videos. Audio and video redactions are in a non-proprietary format and can also be exported out of Axon Evidence.



Exhibit "A"

j. Identified management of account administration

The Agency Audit Trail shows agency-wide changes to your Axon Evidence account. This report helps provide transparency on administrative actions across Axon Evidence. By displaying each action in detail, your agency is able to review who changed a setting, to understand the purpose and provide better accountability to each user.

Agency URL: Demo.evidence.com

Agency Timezone: US Mountain Standard Time

Address: 17800 North 85th St, Scottsdale, AZ, 85255 US

Primary number: 800-978-2737

Email: llarson@laser.com

#	Date	Time	Agency User or Axon Admin	Activity
1	20 Jan 2019	16:17:56 (-07:00)	South, Jason (Badge ID: 9900) Username: jsouth ID: 0DAE949501104F5A981B341C7E07D606	Vehicle Wi-Fi Settings Changed
2	16 Jan 2019	16:21:46 (-07:00)	Hassan, Adam (Badge ID: ahassan) Username: ahassan@laser.com ID: 5bc15c0cd7cf4e66afe2684c2c4a6b30	Category "Colombia" Edited
3	11 Jan 2019	11:31:18 (-07:00)	Shah@axon.com, Kevin (Badge ID: 08083) Username: kshah ID: 51dd55ed09b846ca919ad0e943f3c3cb	User invited: Huang, Meng - Badge ID: mh001 Email: mhuang@axon.com Role: Admin
4	10 Jan 2019	16:05:04 (-07:00)	Baker, Chris (Badge ID: 2323232323) Username: cbaker ID: c17e0ec4122046d883c9d825dba47a44	User invited: Knopf, Elizabeth - Badge ID: 43123 Email: eknopf@axon.com Role: Admin
5	10 Jan 2019	16:03:08 (-07:00)	Baker, Chris (Badge ID: 2323232323) Username: cbaker ID: c17e0ec4122046d883c9d825dba47a44	User invited: Harlow, Jared - Badge ID: 6788990 Email: jharlow@axon.com Role: Admin

Additionally, only users with appropriate permissions can administer Axon Evidence accounts.

k. Identified scope of audit trail, to include data integrity

Axon Evidence offers several different audit trails, each detailing the actions performed on video evidence and includes data integrity. Original evidence data is never changed; all modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access and activity. Each audit trail entry shows the date, time, user, and details of each action. You can view the entire audit log or a portion of an audit trail, limiting the report to actions that occurred between a specified timeframe.



Exhibit "A"

AGENCY AUDIT TRAIL

The Agency Audit Trail shows agency-wide changes to your Axon Evidence account in a PDF format. This report helps provide transparency on administrative actions across Axon Evidence. By displaying each action in detail, your agency is able to review who changed a setting, in order to understand the purpose and provide better accountability to each user. Only users with the "Edit Agency Settings permission" enabled can view the Agency Audit Trail.

USER AUDIT TRAIL

A User Audit Trail shows many of the activities performed by the user, changes to the user account and evidence-related user actions. User Audit Trails are available PDF and CSV formats.

In addition to evidence-related user actions, the User Audit Trail will show failed login attempts, when a user is locked out of their account due to multiple failed login attempts or when a user's password has been reset or their account has been unlocked.

CASE AUDIT TRAIL

The audit trail entry for Cases shared with a partner agency group use the same audit trail format as Evidence that is shared with a partner agency group. When a Case is shared with a partner agency group, the Activity column of the audit trail will show the group name and agency (instead of listing each member of the group).

GROUP AUDIT TRAIL

The Group Audit Trail allows administrators to monitor the activity of groups within Axon Evidence and logs actions such as creating a group, adding or removing users from a group, changing permissions of a group, etc.

EVIDENCE AUDIT TRAIL

Evidence Audit trails are created for every evidence file and list all related actions, as well as associated metadata. The original data associated with a video is never changed; all modifications are handled by creating new, derivative files. To ensure chain of custody, evidentiary files can be verified for authenticity by matching the SHA-2 hash of the original file ingested in Axon Evidence to that of any copy created.

I. Capability to produce digitally authenticated duplicates

Evidence integrity is a primary functionality within the Axon platform; the application provides customers with comprehensive access control features, enabling you to customize access to your evidence data. Every evidence file within Axon Evidence is complemented by a detailed, tamper-proof audit trail, which is maintained to provide chain of custody reporting. This audit trail includes evidence metadata along with a detailed record of the "who, when and what" for every interaction with the piece of evidence.



Exhibit "A"

During transfer, a SHA-2 checksum is generated for each video. Once a video lives in Axon Evidence, it can be duplicated as desired. These duplicates are known as child assets. Unmodified child assets will pass the SHA-2 checksum throughout the lifetime of the asset. The SHA-2 cryptographic hash function is applied to each MP4 video, and functions as a digital fingerprint for each video captured. These checksums are then compared as part of the upload process to Axon Evidence to confirm that a file has not been compromised during the upload process. If a checksum mismatch occurs, the upload process is reinitiated.

Within the Axon Evidence application, the SHA-2 checksum is viewable by users with access to the evidence audit trail for the specific piece of evidence. These tamper-proof audit trails are created automatically by Axon Evidence upon ingestion of any evidence file. Audit trails are stored in a highly secure database and can be viewed, in a read-only format, by agency users with the appropriate permissions within Axon Evidence. Audit trails include all activity and interactions with the evidence file, and each log record is accompanied by timestamp. Audit trails cannot be edited or changed, even by agency administrators.

m. Cloud sharing to external users, via link and password

Users must log in with their Axon Evidence credentials in order to view shared files. If the recipient with whom you wish to share evidence via an external access link does not have an Axon Evidence account, they will receive an email with a link to create an account. An Axon Evidence account must be created to preserve the chain of custody.

Access Lists control internal and external user access to evidence in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed; you can also add users to the access lists of multiple evidence files at the same time. For internal users, you can also restrict access to one or more evidence files.

MANAGE
ACCESS

INSIDE MY AGENCY

OUTSIDE MY AGENCY

RESTRICT



Exhibit "A"

MANAGE ACCESS LISTS FOR ONE OR MULTIPLE FILES USING THE 'MANAGE ACCESS' TAB.

UPDATE (U) ADD CATEGORY REASSIGN REDACT DOWNLOAD **MANAGE ACCESS** DELETE RESTORE EXPORT

7,973 ITEMS FOUND 4 SELECTED

VIEW TYPE: GALLERY TABLE SORT BY: Recorded On SORT ORDER: A-Z Z-A

<input type="checkbox"/>	ID	TITLE	OWNER	UPLOADED BY	UPLOADED ON	RECORDED ON	CATEGORY	STATUS
<input checked="" type="checkbox"/>	A1 audio test	(Extraction 1) AxonCit	Jaffee, Andrew (2356243)	Jaffee, Andrew (23	Jan 16, 2018 9:20 AM	Jan 16, 2018 9:17 AM	10s Sample	Active
<input checked="" type="checkbox"/>	A1 audio test	Axon Citizen Video fra	Jaffee, Andrew (2356243)	Jaffee, Andrew (23	Jan 16, 2018 9:17 AM	Jan 16, 2018 9:17 AM	10s Sample	Active
<input type="checkbox"/>	A1 Photo	Axon Citizen Photo Fra	Jaffee, Andrew (2356243)	Jaffee, Andrew (23	Jan 16, 2018 9:14 AM	Jan 16, 2018 9:13 AM	Sample	Active
<input checked="" type="checkbox"/>	sample capture pn	PHOTO 2018-01-16 105	Jaffee, Andrew (2356243)	Jaffee, Andrew (23	Jan 16, 2018 8:52 AM	Jan 16, 2018 8:52 AM	Sample	Active
<input type="checkbox"/>	test 1/16/18	PHOTO 2018-01-16 1047	Jaffee, Andrew (2356243)	Jaffee, Andrew (23	Jan 16, 2018 8:49 AM	Jan 16, 2018 8:47 AM	5s None	Active
<input checked="" type="checkbox"/>	GO JIBC	Axon Citizen Photo fra	Hassan, Adam (Jahessan)	Hassan, Adam (Jah	Jan 17, 2018 12:08 PM	Jan 15, 2018 5:58 PM	None	Active

The various methods of sharing with users both inside and outside of an agency are described below.

INTRA-AGENCY SHARING

Each piece of evidence has its own access list, so you can individually manage access as needed; you can also add users to the access list for multiple evidence files at the same time. You can also restrict user access to one or more evidence files.

- ADD OR REPLACE USERS**
- ☒ ADD USERS BELOW TO ACCESS LIST
 - ☐ REPLACE ACCESS LIST WITH USERS BELOW

Using the 'Manage Access' tab on the search results page, you can replace the current access list with a different one. An email is sent to each user informing them that they have been added to the access list for the selected evidence files.

MANAGE INTERNAL ACCESS LISTS

- ▶ **Sharing Duration** - You can set the period for which the selected users can access evidence. By default, the shared duration period is indefinite, until the user or users are removed from the access list; you can also choose from a specific number of days.
- ▶ **Access Level** - You can specify the level of access to evidence for the selected users. If 'Role' is selected, the actions a user can take with the evidence are dependent upon on the permissions associated with their assigned role. If 'View' is selected, the user can only view the evidence.

Once the duration and access level are selected, an email is sent to each user informing them that they have been added to the access list for the selected files.



Exhibit "A"

INTER-AGENCY SHARING

Access Lists control access to evidence. In Axon Evidence also allows you to grant access to users outside of your agency. This is particularly useful for FOIA and public records requests, as well as sharing files with prosecutors and public defenders.

You can share evidence with external users by adding them to the external access list or emailing an unauthenticated download link.

MANAGE EXTERNAL ACCESS LISTS

When adding users to the external access list associated with evidence, you can specify the permissions for the selected users. the 'View' is selected by default and cannot be changed. You can grant additional permissions to users including:

- ▶ Download
- ▶ View Audit Trail
- ▶ Add Notes

For any Partner Axon Evidence agencies, you can prohibit the permission to share, or allow the user download only the file or reshare all.

You can set the period of time the selected users can access evidence under the 'Duration' dropdown. By default, the shared duration is 90 days; however, you can also manually enter specific number of days.

EMAIL AN UNAUTHENTICATED DOWNLOAD LINK

Sharing by download link makes the shared evidence available via email through a web link, for downloading a ZIP file of the evidence from Axon Evidence without requiring the person downloading the evidence to sign in to Axon Evidence. Sharing by download link allows uncontrolled access to the ZIP file of evidence that it links to.

You can choose whether or not to include the evidence audit trail with the evidentiary files. You can also specify the duration period in which users can download the files using the link in the email. Axon Evidence makes the shared evidence available for download until the sharing duration expires. Each recipient specified receives an email that includes a link for downloading a zip file of the evidence.

SHARING WITH PARTNER AGENCIES AND LEGAL PARTNERS

Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing Axon Evidence for Prosecutors. Since these external users already have Axon Evidence credentials, accessing the evidence shared is as easy as logging into the application. After you have added the evidence, you share the case with the trusted partner agencies that you choose.

The agencies with whom you share are 'partner agencies'. Partner agencies only have access to data that you share with them via access lists. All unshared data remains completely unavailable to partner agencies.



Exhibit "A"

When you share files with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the agency can manage independently, with no effect on your evidence.

n. Ability to meet Texas Local Government Retention Schedules- Texas State Library and Archives Commission

Axon Evidence gives agencies control over evidence retention schedules and facilitates options for when and how evidence is deleted from the system. The RRPD can create unlimited custom categories in Axon Evidence in alignment with Texas Local Government Retention Schedules- Texas State Library and Archives Commission.

The RRPD has the following options for evidence deletion:

- ▶ **Automatic Deletion** – Deletion is based on retention periods for assigned categories
- ▶ **Manual Deletion** – Evidence can be manually deleted by authorized users

AUTOMATED DELETION

Automated deletion is reliant on the RRPD establishing categories that will be associated with a retention period. Axon Evidence will automatically trigger the deletion of a file according to the retention period associated with the category assigned to it. If no retention period is specified, then the video will remain on the system until manually deleted.

MANUAL DELETION

The RRPD's Axon Evidence administrator can also delete evidence as necessary manually. The Evidentiary Audit Trail will be retained after the evidence is purged for the purpose of accountability. The audit trail will indicate if the file was removed manually or through retention via categories. Administrators can run reports on evidence created and evidence deleted within a specified time range.

UPCOMING EVIDENCE DELETIONS DASHBOARD

There are two ways Axon Evidence notifies users and administrators of upcoming evidence deletions.

AXON EVIDENCE DASHBOARD

For administrators, the Axon Evidence dashboard appears when you sign in to your Axon Evidence account. The Upcoming Evidence Deletions Dashboard includes two lists:

- ▶ **User Initiated** — Lists evidence that has been manually scheduled for deletion.
- ▶ **System Initiated** — Lists evidence automatically scheduled for deletion in accordance with the retention duration of the category that is assigned the evidence. Each list shows five evidence files at a time.



Exhibit "A"

UPCOMING EVIDENCE DELETIONS

User Initiated

TITLE	OWNER	DELETION DATE	OPTIONS
AXON Fleet Video 2017-09-26 1549	Kucharik, Kyle	Queued for deletion	Restore
AXON Fleet Video 2017-09-26 1550	Kucharik, Kyle	Queued for deletion	Restore
AXON Fleet Video 2017-09-26 1549	Kucharik, Kyle	Queued for deletion	Restore
AXON Fleet Video 2017-09-26 1549	Kucharik, Kyle	Queued for deletion	Restore
AXON Body 2 Video 2017-07-16 1011	Charron, Benoit	Queued for deletion	Restore

1 2 3 4 5 6 - 34 NEXT »

Go to page 1

System Initiated

TITLE	OWNER	DELETION DATE	OPTIONS
AXON Body 2 Video 2017-01-20 1445	Strozier, Paul	Queued for deletion	
AXON Body 2 Video 2017-05-11 1754	Schurman, Stef	Queued for deletion	
AXON Body 2 Video 2017-05-11 1755	Schurman, Stef	Queued for deletion	
AXON Body 2 Video 2017-05-11 1755	Schurman, Stef	Queued for deletion	
AXON Body 2 Video 2017-05-11 1755	Schurman, Stef	Queued for deletion	

1.6 DESIRED SERVICE, REPAIR, AND WARRANTY-

a. 24-hour remote technical support provided

Axon has a full customer support division; live phone support is available 24 hours a day, seven days a week. For technical or Customer Support assistance, you may contact a customer service representative at 800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem.

ESCALATION

If at any point an issue needs to be escalated, we have a support team in place and aim to address all submitted cases within two business days.

The following describes our levels of support available by tiers (based on the nature and criticality of the issue):

TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS

- ▶ Frequently asked questions (FAQs)
- ▶ Product navigation
- ▶ Feature clarification



Exhibit "A"

- ▶ Standard queries
- ▶ Assistance with known solutions

TIER 2 TECHNICAL SUPPORT

- ▶ Advanced Product trouble shooting
- ▶ Advanced Axon Evidence Configuration
- ▶ Any Escalated issues from Tier 1 support

TIER 3 ENGINEERING SUPPORT

- ▶ Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation

b. All service and repair of devices provided at no cost to the City (List any exceptions to covered repairs)

Axon offers standard and extended warranties which cover device service and repairs.

c. When sending a device in for repairs the City expects a replacement camera to be provided within four (4) days of notification

Axon will work with RRPD to expedite replacement cameras.

d. Articulated Return Material Authorization process

The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product.

A request for repair/replacement can be placed via the Axon RMA website <https://returns.axon.com>. Select the product and you will be prompted to provide the necessary information.

Agencies are responsible for all shipping costs (unless already agreed upon in advance). Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.

e. List of warranty terms and options to extend

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. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty.



Exhibit "A"

BODY-WORN CAMERA WARRANTIES

EXTENDED WARRANTY

There are extended warranties available, which will cover the hardware for three years total (one-year manufacturer's warranty plus two years extended).

BODY-WORN CAMERA TECHNOLOGY ASSURANCE PLAN (TAP)

The Axon Technology Assurance Plan (TAP) for Axon body-worn cameras includes Axon's extended warranty for the five-year contract term, spare cameras, and two camera refreshes, at the two-and-a-half and five-year marks, free of charge. Agencies can purchase the TAP program as a bundled component of an Axon Evidence Unlimited license or Officer Safety Plan (OSP) subscription, or as a standalone service.

Please see the Axon Master Services and Purchasing Agreement, which outlines the full terms and conditions of the standard manufacturer warranty, extended warranty and Technology Assurance Plan.

AXON FLEET HARDWARE WARRANTIES

Axon Fleet vehicle licenses include the Technology Assurance Plan (TAP), described below. TAP includes standard and extended warranty coverage, as well as a hardware upgrade.

EXTENDED WARRANTY

There are extended warranties available, which will cover the hardware for four years total (one-year manufacturer's warranty plus three years extended).

TECHNOLOGY ASSURANCE PLAN (TAP)

TAP is Axon's warranty and hardware upgrade program which includes an extended warranty on hardware purchased, spare products and hardware refreshes at the end of the five-year contract term.

The Axon Fleet Unlimited program includes TAP for Axon Fleet. TAP for Axon Fleet provides for a four-year extended warranty on Fleet camera hardware. The extended warranty is in addition to the standard one-year manufacturer's warranty, resulting in a five-year coverage term for Axon Fleet cameras.

f. List of hardware replacement lifecycle for all proposed hardware

TAP for **Axon body-worn cameras** includes Axon's extended warranty for the five-year contract term, spare cameras, and two camera refreshes, at the two-and-a-half and five-year marks, free of charge.

TAP for **Axon Fleet** also includes front and rear camera refreshes five years after the start of the Axon Fleet subscription. The agency may choose to receive the hardware refresh any time in the fifth year of the Axon Fleet subscription if the agency has paid the subscription's final Axon Fleet Unlimited payment.



Exhibit "A"

As part of the TAP for Axon Fleet program, Axon will replace the subscription's Axon Fleet cameras with new Fleet cameras of the same or similar model, at Axon's discretion. The agency can choose a different camera model but, if the MSRP of the agency's requested model is higher than that of the Axon-offered model at the time of the refresh, the Agency must pay the difference in MSRP to receive their chosen model.

Note: TAP for Axon Fleet includes a camera hardware refresh only, it does not include installation. The agency is responsible for the installation of cameras received through the TAP program.

TAP REFRESH PROCESS

Axon's dedicated Customer Support division tracks the Technology Assurance Plan (TAP) timelines for all subscribed agencies. When an agency is entitled to a hardware refresh under the TAP program, Axon will determine which hardware the agency is eligible to receive and contact the agency to coordinate the refreshment.

Axon will request that the agency sign a Certificate of Destruction (COD) or initiate a Return Material Authorization (RMA) process on the agency's behalf for the equipment Axon will replace, depending on the generation/model of the equipment. Then, Axon will ship the new hardware to the agency at no cost.

Axon is committed to proactively serving its customers. However, an agency may contact Axon Customer Support at any time to inquire about the initiation or progress of a TAP hardware refresh.



TAB 4 – PERSONNEL & PROJECT MANAGEMENT STRUCTURE:

Include names and qualifications of all professional personnel including senior management, as well as resumes, for those who will be assigned to the project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a general explanation and chart which specifies project leadership, how resource time, work quality and other priorities are managed, and reporting responsibilities; and how the proposers team will interface with City staff. If subcontractors are proposed, identify them by name and what their role will be in the project, include subcontractor resumes.

Key personnel assigned to your deployment are usually determined upon contract execution and availability. We have provided senior management and key persons by name and title below that will most likely be assigned to your project based on your approximate implementation dates. All Axon personnel will devote 100% of their time while onsite to the RRPD's deployment and work with RRPD to establish clear reporting expectations during and after implementation. Axon personnel resumes can be found in the Appendix section of our response.

During the implementation kick-off, the Axon Project Manager will tailor the project management methodology to align with the specific objectives and requirements of the RRPD. The resulting concepts, tools, and techniques will be shared with each member of the team and will become a way of life for the project staff. This will provide the structure, focus, and discipline needed to successfully deliver a project of this size and complexity.

The key to PMM is its use of continuous quality management, which includes two levels of quality assurance throughout the project. First is the quality assurance of project deliverables. Our Project Manager will be responsible for verifying that each project deliverable meets the requirements of the contract and that the appropriate reviews/inspections are performed by the RRPD. Most importantly, our Project Manager will confirm that any issues are addressed in a timely and appropriate manner. The second level of quality assurance is periodic project reviews. These reviews measure compliance to sound Project Management practices as defined by the PMM. For this project, we will be responsible for managing our staff resources assigned to the project and for coordinating with the RRPD Project Manager, who will coordinate activities according to the mutually agreed to project plan.



Exhibit "A"

AXON PROFESSIONAL SERVICES TEAM - AXON BODY-WORN CAMERAS

The RRPD will have access to your Axon implementation and support team throughout the life of the project to ensure your deployment is completed successfully and on time. The following key personnel may be involved in some part of the implementation, set-up, follow-up, and support of your Axon camera and Axon Evidence program.

LEADERSHIP

The Director of Axon's Professional Services team is a retired police captain who oversaw his own department's deployment of the Axon on-officer video system and Axon Evidence before joining us.

JOE FIUMARA, PROFESSIONAL SERVICES SENIOR DIRECTOR

Joe served in a wide variety of assignments during his 26-year law enforcement career, retiring at the rank of Police Captain. He was an early adopter and advocate of body-worn video and a frequent contributor to model policy and best practice developments across the U.S. He was a member of the National Institute of Justice Less-Lethal and Pursuit Technologies technical working groups and a Subject Matter Expert (SME) for federal law enforcement product and grant reviews. Since joining Axon, he has overseen successful deployment of Axon on-officer video and Axon Evidence at agencies ranging in size from 10 to 10,000. Joe has a Bachelor of Science degree in Criminal Justice and is a graduate of the FBI National Academy, 230th Session.

STEPHEN HADLEY, LEAD PROFESSIONAL SERVICES MANAGER

Stephen is a retired police lieutenant from the Peoria, AZ police department with 24 years of law enforcement experience. In 1995, he joined Taser International (TASER), now Axon, as a consultant and trainer while still employed as a sworn officer. In 1998, he helped develop the training program that TASER still uses today to train officers and command staff on the use of CEW's.

Stephen's law enforcement career encompassed assignments from patrol all the way up to command-level supervision. Training in all disciplines of law enforcement, including firearms, defensive tactics, physical fitness, and less lethal weapons was a main focus of his career. In 2014, he was one of the lieutenants in charge of adopting and running the body-worn camera program for his police department. All this experience has made him proficient in the areas of policy development for body-worn camera programs and guidance for digital evidence management systems.

Stephen Hadley accepted the role of Professional Services Manager with Axon in 2016. Through dedication and exceptional performance, Stephen has consistently exceeded customer expectations in this role. As a Professional Services Manager, he works closely alongside agency personnel for the duration of implementation projects, from planning to deployment.



Exhibit "A"

Stephen has worked with more than 55 agencies in his tenure with Axon, on projects of varying size and complexity, across North America. He has been integral to deployments of up to 4,500 Axon body-worn cameras and 130 Axon Fleet vehicles, and their accompanying Axon digital evidence management systems. Notably, Stephen managed the Axon implementation projects successfully for Philadelphia, PA, and Calgary, Canada.

Stephen is a highly skilled and proven expert in Axon products, project management, and training. He diligently applies best practices in project issue tracking and collaboration to minimize challenges and risks. Stephen promotes clear and continuous communication with agency project teams ensure he readily addresses any concerns, accomplishes project milestones, and tailors training programs to the customer's needs to deliver their optimal Axon solution.

AXON TECHNICAL SERVICES MANAGERS - AXON FLEET

RICKY WRIGHT, SENIOR TECHNICAL PROJECT MANAGER

Ricky will serve as a technical liaison between the pre-sales and deployment of services and products to new and existing clients. He joined Axon in 2017 as a Senior Technical Project Manager following an extensive and diverse career in Information Technology Support and Management. Ricky also has prior experience in academia, auto racing and his most recent experience in law enforcement included implementing Axon body-worn camera, Axon Fleet and Axon Interview room products and services across an agency of more than 500. In addition to his degree from the University of North Carolina at Charlotte in Information Systems, Ricky holds is a Certified Government Chief Information Officer (CGCIO) certification from the University of North Carolina at Chapel Hill.

ALEX MENKE, TECHNICAL PROJECT MANAGER

Alex joined the Professional Services team as TPM at Axon in December 2017. Prior to that at Axon he served as Sr. Technical Support Engineer for almost 2 years in the Customer Support department. During this time, he gained valuable knowledge of customer needs to help further the success of deploying and implementing Axon products and services. He has been considered a subject matter expert on Axon Evidence, Axon Body 2, Axon Flex 2, and most recently Axon Fleet. His experience with Axon products allowed him to instruct multiple certification courses at the Axon Accelerate conference two years in a row. He has led many deployments for agencies acquiring Axon Fleet with the largest being 800 cars.

Before joining Axon, Alex worked for Bechtel Corporation serving in numerous IT roles. His last role at Bechtel was as the IS&T Lead of the Google Fiber Project in Charlotte NC. This was a billion-dollar project in which he managed all the IT infrastructure and services related to the engineering, procurement, and construction of Google Fiber in Charlotte.

Alex currently holds numerous Microsoft Certifications and a B.S. degree in Information Systems Technology with an emphasis in Networking and Information Security from Southern Illinois University.



Exhibit "A"

PROLOGIC SUBCONTRACTING PARTNERS - AXON FLEET INSTALLATION

In addition to a fulltime Professional Services Team, Axon partners with ProLogic ITS for in-car camera installations. Resumes for ProLogic ITS personnel have been provided in the Appendix section of our response.

Axon will support the RRPD with a team of experienced professionals that will coordinate with your designated Project Manager and IT point of contact. The Axon implementation team will facilitate efficient deployment of your Axon body-worn cameras, Fleet system, and Axon Evidence services. The role, responsibilities, and experience of each Axon implementation team member are described below.

SAMPLE STAFFING PLAN

ROLE	PROJECT RESPONSIBILITY	RELATIONSHIP	EXPERIENCE
Strategic Project Manager	Oversee all events leading to body camera and Fleet System deployment success Manage coordination of Project Plan, training, equipment delivery/set-up Coordinate with agency Project Manager Facilitate top-down communication throughout the project	Axon employee	Strategic Project Manager is a senior role in the Axon Professional Services department, reflective of extensive project management experience and Axon platform knowledge. The SPM assigned to the project will be fully capable of executing a project of this size and scope.
Axon Fleet Technical Project Manager	Plan and organize agency and Axon resources for Axon Fleet implementation Facilitate communication and monitor progress Ensure successful Fleet system installation	Axon Employee	Axon Fleet Technical Project Managers are highly experienced and specialized project managers dedicated to the Axon Fleet system and its integration with the overall Axon platform.
Axon Fleet Installation Technicians	Uninstall in-car camera hardware (if applicable) Install Axon Fleet system hardware Install and configure routers Install Axon View XL on vehicle MDTs/MDCs Perform functionality tests	Axon Employees and ProLogicITS Employees	Axon Fleet Installation Technicians are thoroughly trained and experienced in Axon Fleet installations and networking. ProLogicITS employees assist in hardware installations only.
Professional Services Manager	Facilitate officer and administrative training Perform and assist other onsite services as needed during implementation	Axon Employee	Axon Professional Service Managers are Axon platform experts and typically have an extensive background in



Exhibit "A"

ROLE	PROJECT RESPONSIBILITY	RELATIONSHIP	EXPERIENCE
			law enforcement/public safety, as well as technology use in those sectors
Pre-Sales System Engineer	Coordinate with agency IT point of contact Oversee all in-depth network/technical needs and integrations with your current systems (e.g., CAD/RMS integration, Axon Signal activation, etc.)	Axon employee	Axon's Pre-Sales System engineers are subject matter experts in the areas of Software as a Service (SaaS) applications, embedded systems and networking, and integration of Axon products and services.

Axon Fleet resource allocation is primarily determined by:

1. The type of professional services package purchased by the agency
2. The expectations of the agency

Appropriate resources and project timelines are determined by the offload method selected and the number of vehicles requiring service. Generally, 10-15 vehicles per day Axon systems can be installed in one day. Timing and project staff can be customized to meet the specific need of the agency.

MEASURING PROJECT PROGRESS

Axon utilizes performance measures throughout all phases of the project. Performance measures are based on meeting goals that established and agreed upon during kickoff planning prior to implementation.

IMPLEMENTATION PERFORMANCE MEASURES

- ▶ Kickoff call with Axon and RRPD
- ▶ The RRPD accepts customized project plan
- ▶ Delivery of hardware
- ▶ Responsiveness of sales representative
- ▶ Responsiveness of staff
- ▶ Axon meets all milestones by the date in the project plan

TRAINING PERFORMANCE MEASURES

- ▶ System administrators demonstrate:
 - ▶ working knowledge of the system
 - ▶ ability to configure the solution
- ▶ End users demonstrate:
 - ▶ working knowledge of the system



Exhibit "A"

- ▶ working knowledge of camera and software functionality

GO-LIVE PERFORMANCE MEASURES

- ▶ Integration (if applicable)
- ▶ User Acceptance Testing completed and passed
- ▶ Officers using solution in field by "Go-Live" date specified in the Project Plan

SUPPORT PERFORMANCE MEASURES

- ▶ Axon Evidence uptime
- ▶ Axon meets response time indicated in the Service Level Agreement signed off on by both parties
- ▶ Axon releases Axon Evidence updates on monthly cadence



TAB 5 - PRIOR EXPERIENCE:

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

Axon creates connected technologies to protect truth. As a leader in law enforcement technology, we're committed to innovation in policing. Our products don't stand alone—they're all part of our complete platform. From our Smart Weapons to our body-worn cameras to our digital cloud-based evidence management system, every product integrates seamlessly with one another, and often complements the systems and processes you already use.

That connectedness doesn't stop at our products. With the features we've built into our solutions, we also make it easy for you to connect with partners, from county officials, to neighboring agencies, to the prosecutor working a case. We believe that better and more accessible information can help agencies save valuable time and resources and, most importantly, reduce crime – but only if that information is kept safe. That's why we have the best team in the business protecting your data with a fierce commitment to security.

Axon builds on a history of innovation in policing, and our hardware and software solutions are built specifically for law enforcement. Our Axon solution set is not just a collection of individual technologies; it is a cohesive ecosystem. Every product works together, built by the same team of engineers and supported by the same technicians.

The Axon team has worked diligently for years developing and deploying sustainable body-worn camera programs that make a difference to all stakeholders involved – the officer, supervisor, administrator, prosecutor, and citizen. It is the company's intention to evolve this work for years to come in collaboration with law enforcement agencies throughout the world.

Below you'll find information on the usage, key features and benefits of Axon's technology in the law enforcement field.

AXON & AXON EVIDENCE USAGE

- ▶ 7,500+ police agencies connect to the Axon platform through Axon body-worn cameras and TASER weapons
- ▶ 48 members of the Major City Chiefs Association, representing the largest cities in the US and Canada, have deployed Axon cameras and Axon Evidence
- ▶ 347,200+ cumulative Axon Evidence licenses booked
- ▶ 52+ petabytes of data on Axon Evidence



Exhibit "A"

DIFFERENTIATORS AND BENEFITS OF THE AXON HARDWARE AND SOFTWARE

- ▶ Body-worn camera hardware refreshes every 2.5 and 5 years and no questions asked with the Technology Assurance Plan warranty
- ▶ Multiple body camera mounts, including point-of-view and a range of versatile on-officer options
- ▶ Dock & Walk body-worn camera workflow with no external dependencies
- ▶ In-car camera hardware refreshes every 5 years and no questions asked with the Technology Assurance Plan warranty
- ▶ Dedicated deployment, training, and support team
- ▶ Continuous, monthly software upgrades from the leading technology platform in public safety
- ▶ Unlimited cloud-based storage plans for all video resolutions – even HD, with multiple datacenters and regional redundancy
- ▶ Axon Evidence meets and exceeds CJIS compliance at application and infrastructure layers
- ▶ Video is immediately accessible (no cold storage delays); access to your data is always free
- ▶ Dedicated Prosecutor platform with no added costs to your partners
- ▶ Open and extensible cloud platform including non-proprietary file formats, API library, and proven Auto-Tagging

POSITIVE IMPACT OF AXON CAMERAS ON LAW ENFORCEMENT

- ▶ Axon body-worn and in-car cameras are providing the following benefits to law enforcement and the communities they serve:
- ▶ Reduction in false complaints
- ▶ Decreased use of force
- ▶ Decreased litigation
- ▶ Improved behavior of suspects and
- ▶ Improved quality of evidence gathered
- ▶ Enhanced public trust

Axon Evidence provides both law enforcement officers and legal professionals with the following benefits.

- ▶ Secure chain of custody for uploading, storing and transferring digital evidence
- ▶ Immediate visibility of digital evidence from critical incidents in the field



Exhibit "A"

- ▶ Seamless integration with existing devices and data systems
- ▶ Lower ROI as a result of lowering maintenance costs and execution risks
- ▶ Strengthened trust between the agency and the community

STEPHEN HADLEY – AXON BODY-WORN CAMERA PROJECTS

Fishers Police Department, IN – Axon Body 2 Implementation

2019

Lt. Darrin Emmons

4 Municipal Dr., Fishers, IN 46038

317-595-3300

Edgewood Police Department – Axon Body 2 Implementation

2019

Chief Ronald Crow

1916 Old US Highway 66

Edgewood, NM 87015

505-281-5717

RICKY WRIGHT – AXON FLEET PROJECTS

Jefferson County, AL – Axon Fleet Deployment

2019

Sgt. Corder

2420 8th Ave. N

Birmingham, AL 35203

205-438-0596

Milwaukee Police Department, WI – Axon Fleet Deployment

2018

Joseph Seitz

1150 N. Alois St.

Milwaukee, WI 53210

414-935-7969

Exhibit "A"



Exhibit "A"

TAB 6- AUTHORIZED NEGOTIATOR:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

KATIE WINGATE	BOBBY DRISCOLL
17800 N. 85 th St. Scottsdale, AZ 85255	17800 N. 85 th St. Scottsdale, AZ 85255
kwingate@axon.com	bobby@axon.com
480.208.0499	800.978.2737



TAB 7- LITIGATION:

The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.

As a manufacturer of weapons and other law enforcement tools used in high-risk field environments, Axon is often the subject of products liability litigation concerning the use of its products. The company is currently named as a defendant in eight lawsuits on the TASER weapons side of its business, all brought by individuals alleging either wrongful death or personal injury in connection with arrests. None are brought by governmental entities and there are no issues of federal noncompliance. Axon is also a defendant in a consumer class action lawsuit filed in the District of Nevada (Case No. 3:19-cv-00192) alleging the TASER Pulse, X2 and X26P CEWs have a faulty safety switch, which Axon denies. Axon recently won summary judgment in the District of Kansas on Digital Ally's patent infringement claims relating to Axon's Signal technology (Case No. CV-16-02032). Digital has filed an appeal. This is the only litigation relating to Axon's in-car or body worn camera products. In the past three years there has been no judgment against Axon or any of its principals in any product liability or any other case. Axon aggressively defends all litigation and does not believe the outcome of any legal proceeding will impair its ability to perform under any contract.



Exhibit "A"

TAB 8 - ATTACHMENTS AND ADDENDUM

Including Attachment A - Proposal Submittal Form, Execution, Attachment B - Reference Sheet, Attachment C - Subcontractor Information Form, Attachment D - Cost Proposal Worksheet (Tab 9), and signed addendums (if applicable).

City of Round Rock
Law Enforcement Mobile Video
And Evidence Storage Solution
RFP No. 19-019
Class/Item: 655-40/655-96
June 2019

ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): Axon Enterprise, Inc.

SIGNATURE (IN INK):

NAME (TYPED/PRINTED)

Robert Driscoll

TITLE:

VP, Associate General Counsel

DATE:

7.16.19

STREET: 17800 N. 85th St.

CITY/STATE/ZIP: Scottsdale, AZ 85255

TELEPHONE AND FAX/CMILE NO.: (ph) 800.978.2737 (fax) 480.991.0791

E-MAIL ADDRESS: contracts@axon.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 86-0741227

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>



Exhibit "A"

City of Round Rock
Law Enforcement Mobile Video
And Evidence Storage Solution
RFP No. 19-019
Class/Item: 655-40/655-96
June 2019

ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP No. 19-019

RESPONDENT'S NAME: Axon Enterprise, Inc.

DATE: 7.16.19

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

BEGIN CONFIDENTIAL INFORMATION

1. Company's Name Grapevine Police Department
Name of Contact Mark Bills
Title of Contact Captain
E-Mail Address mbills@grapevinetexas.gov
Present Address 1007 Ira E Woods Ave
City, State, Zip Code Grapevine, TX 76051
Telephone Number (817) 410-8127 Fax Number: ()

2. Company's Name San Marcos Police Department
Name of Contact Matthew Williams
Title of Contact IT Business Systems Analyst
E-Mail Address mwilliams@sanmarcostx.gov
Present Address 2300 IH 35 S.
City, State, Zip Code San Marcos, TX 78666
Telephone Number (512) 754-2213 Fax Number: ()

3. Company's Name Odessa Police Department
Name of Contact Kevin Chance
Title of Contact Lieutenant
E-Mail Address kchance@odessa-tx.gov
Present Address 205 N. Grant Ave
City, State, Zip Code Odessa, TX 76501
Telephone Number (432) 333-3641 Fax Number: ()

END CONFIDENTIAL INFORMATION

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.



Exhibit "A"

City of Round Rock
Law Enforcement Mobile Video
And Evidence Storage Solution
RFP No. 19-019
Class/Item: 655-40/655-96
June 2019

**ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
FOR IN-CAR VIDEO INSTALLATION SERVICES ONLY
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: RFP No. 19-019

RESPONDENT'S NAME: Axon Enterprise, Inc. DATE: 7.16.19

• CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**
If yes complete the information below

1.	Subcontractor Name	<u>ProLogic ITS</u>
	Name of Contact	<u>Todd Hepler</u>
	E-Mail Address	<u>todd.hepler@Prologicits.com</u>
	Address	<u>106 NorthPoint Parkway Building 2, Suite 350</u>
	City, State, Zip Code	<u>Acworth, GA 30102</u>
	Telephone Number	<u>(866) 923-0513</u> Fax Number: <u>(770) 975-1144</u>
	Describe work to be performed	<u>in-car camera vehicle installations</u>
	Percentage of contract work to be performed	<u>10%</u>
2.	Subcontractor Name	<u></u>
	Name of Contact	<u></u>
	Title of Contact	<u></u>
	E-Mail Address	<u></u>
	Address	<u></u>
	City, State, Zip Code	<u></u>
	Telephone Number	<u>() </u> Fax Number: <u>() </u>
	Describe work to be performed	<u></u>
	Percentage of contract work to be performed	<u>%</u>

• Add additional pages as needed



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-019

Addendum No: 1

Date of Addendum: 7/03/2019


This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** The date to post answers to vendor questions has been extended to July 10, 2019. Deadline for submission of responses has been extended to July 23, 2019.

II. EVENT	DATE
Solicitation released	June 13, 2019
Optional Pre-Proposal meeting	June 26, 2019 @ 2:00 PM, CST
Deadline for submission of questions	July 1, 2019 @ 5:00 PM, CST
City responses to questions or addendums	July 10, 2019 @ 5:00 PM, CST
Deadline for submission of responses	July 23, 2019 @ 3:00 PM, CST

- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


APPROVED BY:


Tim Seelig, Purchaser
Purchasing Office, 512-218-6682

July 3, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:


Name


Authorized Signature

7.16.19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-019

Addendum No: 2

Date of Addendum: 7/10/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q1: In response to a question posed by a Vendor at the pre-bid mtg, the City stated they had undertaken testing/demo of body worn cameras. Will the City clarify for which Vendor systems it has undertaken testing and/or demonstration?

A1: **The L3 brand is the only brand that has been tested.**

Q2: Do you plan to migrate existing video into new system?

A2: **Yes**

Q3: Is training expected on all aspects of the system?

A3: **Yes**

Q4: Does the City require full on-site training, or a train-the-trainer approach?

A4: **The City is looking for a train-the-trainer approach.**

Q5: How many locations does the City anticipate for the uploading/downloading of body worn camera video?

A5: **1-2, plus automobiles, if capable.**

Q6: Will the City clarify if it has a preferred project start date and/or completion date, and any other important milestone dates for the deployment?

A6: **The City anticipates an early 2020 start.**

Q7: In response to a question posed by a Vendor at the pre-bid mtg, the City stated their existing in-car camera system is from L3. Will the City clarify when was the system purchased and installed?

A7: **Purchased and installed around 2007.**

Q8: Will the City clarify when the contracts will expire for its existing in-car camera system and existing body worn cameras system?

A8: **Expiration date is early 2020.**



Exhibit "A"

Q9: Approximately on what date does the City intend to begin conducting the Field Test and deployment? When will award and project execution be made?

A9: **These dates have not been determined. They will be influenced by various factors, such as completion of initial evaluations.**

Q10: What is the City's projected budget over 5-years for this project?

A10: **The City does not have a projected budget. It will be determined, in part, by the final contract resulting from this solicitation.**

Q11: Is the City only interested in unlimited cloud storage, or would it also consider a defined total TB / year cloud plan?

A11: **The City requires unlimited, secure cloud storage.**

Q12: Can the City please clarify how many cameras it estimates to deploy over the 5-year contract period? If 200 cameras are deployed on Year 1, and an additional 20 each year after that, it will have deployed 280 BWC and In-Car Video systems by the end of Year 5. However, on the Cost Proposal Worksheet, the Yearly Ongoing Costs table indicates a total of 280 by Year 5.

A12: **The City estimates an initial purchase of 200 camera systems in year one, and twenty (20) additional camera systems per year thereafter. The Yearly Ongoing Cost after initial purchase table is requesting cost of ownership following the years after the initial purchase is made. The City assumes cost of ownership will be covered for the first 12-month period after purchase. Any cameras purchased in year 5 will be new at that time, the cost of ownership in subsequent years will occur after the initial term of this contract has expired and will be addressed in a future contract.**

Q13: In order to properly calculate required storage space and accessories,

- a. How many shifts per day? **2**
- b. How many hours per shift? **12**
- c. How many Officers per shift? **Approximately 50**
- d. How many anticipated hours of recorded video per Officer per shift? **Approximately 5**
- e. How many locations will be used for video and data transfer? **1-2, plus automobiles. Officer counts at each location? Varies**
- f. How much time between shift turnover? **12 hours**
- g. Will body worn cameras be individual or shared? **Individual**
- h. Will Officers return to their respective station at the end of each shift? **No**
- i. How many Officers will be simultaneously uploading video at any given time? **Up to approximately 50**
At each location? **No**
- j. Approximately what percentage of videos are extended beyond the Texas Local Government Retention Schedule standard of 90 Days? **Currently 100%**

A13: **See answers above**

Q14: What is the internet bandwidth/connectivity at each location? Is this dedicated or shared?

A14: **Each mobile router is on Verizon 4G LTE with unlimited, unthrottled data connection. Police Internet is 200Mbps up/down dedicated. The rest of the City has 1Gbps up/down that is shared with all facilities.**

Q15: For wireless transfer to the Cloud, does the City intend to use wireless access points, vehicle routers/modems with cellular data, or a combination of both?

- a. If the City intends to utilize wireless access points, what is the make and model currently in use?

A15: **Combination of both – Cisco Aironet 2702 and 2802.**

Q16: Does the City have existing vehicle routers/modems with cellular data connectivity? If so, of what make and model?

A16: **Yes – Sierra Wireless OMG 532, 200 and MG90**



Exhibit "A"

Q17: Is the City's cellular data plan uncapped and not subject to speed throttling once a monthly data threshold has been reached?

A17: **Data plan is unrestricted.**

Q18: Does the City intend to use wireless microphone transmitters for the In-Car Video system to capture Officer audio? Or will the Body Worn Camera serve as the audio source for In-Car video?

A18: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**

Q19: How many individuals and workstations will be dedicated to performing Redaction duties?

A19: **two to four people.**

Q20: Will the City maintain its existing In-Car Video and Body Worn Camera solution until all devices are replaced, or will it cease use once the first phase (year) of new equipment is deployed?

A20: **The City intends a cut over to the new equipment.**

Q21: Does the City want the proposer to uninstall and remove the existing solution from the vehicles? If so, how many systems must be uninstalled?

A21: **Yes, approximately 175 systems to be uninstalled. Please provide cost per unit to uninstall on the Cost Proposal Worksheet (other costs).**

Q22: The field test parameters seem to only be applicable to Body Worn Cameras. Can the City please confirm that In-Car Video systems are not intended to be part of the field test?

A22: **The field test will include testing of items applicable to in-car systems, as well.**

Q23: Is there a plan to migrate Legacy video evidence into new DEMS system?

A23: **Yes.**

Q24: Do officers all have assigned radios or is there a shared pool?

A24: **Officers have assigned radios.**

Q25: We understand training is required under Part 5 of the RFP for the evaluation. How do you want user training conducted during the selected solution deployment?

A25: **See Addendum (II. below) for additional training requirements.**

Q26: In Yearly Ongoing Costs After Initial Purchase - Year Two in Initial Purchases indicates 20 additional units (and similar for following years). Should it be assumed that the 20 units for Year Two will not be implemented until 24 months after initial deployment? Or should Year Two of Yearly Ongoing Costs account for implementation of the additional 20 units at or near month 12 after deployment and all fees in Year Two be based on 220 total units?

A26: **Attachment D – Cost Proposal Sheet – is for evaluation and cost estimation purposes only. The quantity and timing of actual orders may vary. The assumption is that 200 units will be purchased in year one and 20 units per year thereafter, and that there will be an ongoing cost per unit, per year, after the first 12 months of service (included with the purchase price).**

Q27: In Yearly Ongoing Costs After Initial Purchase - Does the System Qty (200 in Year Two) intend to reflect the price of an in-car system a wearable camera as one unit? If the proposers annual costs are by individual systems (wearable and in-car separate items) can the proposer change the description to "System Qty 400" and show these as individual prices?

A27: **Respondents are required to complete the Cost Proposal Sheet as presented for both the initial purchase and for ongoing costs. Respondents may provide all other costs (i.e., labor rates) in the "Other Costs" section of the worksheet.**



Exhibit "A"

- Q28: Should additional units added in years 2-5 only include Maintenance, Support, Subscriptions & Fees through month 60 of contract? (i.e. devices added in Year 5 will only need these costs for 12 months?)
- A28: **Respondents are required to complete the Cost Proposal Sheet as presented for both "Initial Purchase" (unit price plus all support fees for the first 12 months) and the "Yearly Ongoing Costs After Initial Purchase" after the initial 12-month period for the quantities indicated. The length of the contract will be 60 months. Units purchased in year five will not have ongoing support fees past the first 12 months of the initial purchase. The quantities provided on the Cost Proposal Sheet are estimates only.**
- Q29: SOW 1.1.b. - Please define the Field of View degrees you consider "Wide Angle"
- A29: **Respondent is to provide the field of view it considers to be wide angle in its product offering.**
- Q30: SOW 1.3.b. - Please define the Field of View degrees you consider "Wide Angle"
- A30: **See answer to question above.**
- Q31: SOW 1.3.f. - Is there a preference to use a dedicated monitor or an application interface for view, control and tagging?
- A31: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**
- Q32: If application based what hardware is currently in use for in vehicle MDT? Does it have internet connectivity through the existing mobile routes?
- A32: **Panasonic CF-31 (Mark 4 & 5) and Getac B300G6 and B300G7. Connectivity is through routers.**
- Q33: How much time do deputies have to upload video between shifts?
- A33: **Not applicable.**
- Q34: Does the department want the vendor to provide in-car hardware installation?
- A34: **The City expects the vendor to install the equipment or, Part III, Section 3 states: "Subcontractors may only be used to install the in-car video system equipment." This task can be subcontracted.**
- Q35: Will video be uploaded from the vehicles to multiple locations? If so, how many?
- A35: **See response to question #5. Approximately 175 vehicles.**
- Q36: What kind of connectivity exists between locations? How much connectivity is available for video transfer?
- A36: **The City has fiber between all facilities, with a minimum of 1Gbps connectivity, but moving to 10Gbps. Each mobile router is on Verizon 4G LTE with unlimited, unthrottled data connection.**
- Q37: How many Officers will be uploading video at a shift change at each location?
- A37: **Approximately 50.**
- Q38: Who is the current provider of body cameras for Sewanee Police Department?
- A38: **The City doesn't know the answer to this question.**
- Q39: What are the departments video retention policies? How long is non-evidentiary / evidentiary video kept in active storage? How long is video kept in archive storage?
- A39: **The City's retention requirements are governed by the Texas Local Government Retention Schedules. See Part IV, Scope of Work, Section 1.5n.**



Exhibit "A"

Q40: Does the department want the vendor to provide access points for wireless uploading? If so, does the department want the vendor to provide installation for the access points?

A40: **The City's existing wireless access points should be used for uploading.**

Q41: Will the cameras be assigned or pooled?

A41: **Assigned.**

Q42: Are the vehicles take home vehicles?

A42: **Yes.**

Q43: Will the cameras be returned at the end of each shift or will they go home with the officers?

A43: **Both.**

Q44: Is the department looking to add interview room systems as well?

A44: **No.**

Q45: Is the department looking to download via LTE and/or WiFi?

A45: **Both.**

Q46: Does the City wish to receive hardware refreshes during the contract?

A46: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**

Q47: Does the City intend to purchase an additional 20 body-worn and 20 in-car cameras every year after the initial purchase?

A47: **Quantities provided are estimates and are for cost collection and evaluation purposes.**

Q48: How many people within the PD will need access to the software that will NOT be assigned a camera (i.e. evidence tech, records, command staff, disclosure requests, etc)?

A48: **Approximately 30.**

Q49: Does the PD expect the vendor to complete all installation of new in-car video system or does the city have a preferred installer they would like the winning vendor to train.

A49: **See response to question #34.**

Q50: Will the PD consider a vendor that requires any uniform alterations for the trial or full deployment?

A50: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**

Q51: Does every car that will be getting a new in-car video system have a router?

A51: **No.**

Q52: How many vehicles will require in-car video and BWC's to begin recording when a vehicle door is opened?

A52: **All vehicles. See Part IV, Scope of Work, Section 1.1u.**

Q53: Will the PD consider upload of in-car video in part or in whole through an LTE connection?

A53: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**



Exhibit "A"

Q54: Does the PD currently have wireless access points installed for the purposes of offloading in-car video?

A54: **Yes.**

Q55: If so, what is the make model of the wireless access points currently installed?

A55: **Combination of Cisco Aironet 2702 and 2802.**

Q56: Does the police department currently have an LTE plan for each vehicle?

A56: **Yes.**

Q57: How are exceptions weighted in evaluation of the Proposal?

A57: **There is no blanket answer for this question, exceptions, if any, should be clearly noted in the proposal. Acceptance by the City will be dependent on what the exception is.**

Q58: If vendors have exceptions how are they to be submitted? Pg 11 says exceptions may jeopardize acceptance of a proposal

A58: **Respondents should list any exceptions separately and clearly cite in which portion of the solicitation the exception is being taken.**

Q59: In order to facilitate requirements 1.3 j (upload from the field) and 1.3 p (livestream from the field), data connections must be available in the patrol cars. For cars that are NOT currently equipped with mobile routers (as per "Background"), is the City requesting a solution that can natively support LTE connectivity?

A59: **All submissions will be considered but, an alternative offload process can be defined.**

Q60: Will extra points be awarded under the Technical Solution rating for vendors that can ingest and store the City's existing database of L3 data?

A60: **All options proposed will be considered in the scoring of proposals.**

Q61: With regard to the legacy L3 equipment, will the city require the successful bidder too remove this equipment? If so, does the city want the equipment to be removed with all cabling intact or is a cut and terminate method preferred? (cutting the cables and terminating the ends, but leaving the cables in place)?

A61: **Remove all equipment and cables.**

Q62: Can you provide specifics about the fleet vehicles so that bidders can more accurately provide cost estimates for the equipment to be installed? Specifically make, model, year, console manufacturer? And quantities of each? This information will be necessary in order to quote the specific mounting equipment for your vehicles.

A62: **Current fleet is 52 Crown Victorias, 82 Ford Explorers, 5 F150s, 8 F250s, 7 motorcycles, 20 Chevrolet Tahoes.**

Q63: Does the city have a preference as to where the in car video DVR's will be located in certain vehicle types (K-9 units, prisoner transport, traffic, etc.)?

A63: **No.**

Q64: Does the city have a color preference, with regard to the exterior antenna components?

A64: **The City would prefer black.**

Q65: Does the city have an interest in solutions that would allow for the in car video DVR to serve in a dual role? Where it can be utilized as both and in car video DVR as well as a mobile data computer.

A65: **The City will consider all options and is seeking vendor resourcefulness in meeting the City's needs.**



Exhibit "A"

II. Addendum to Request for Proposal, Part IV, Scope of Work

Add

1.7 Desired Data Migration:

- a. Ability to classify current system videos based on case type;
- b. Migrate data according to Texas Records Retention Act;
- c. Ability to maintain metadata for migrated data and fully searchable with proposed system.

1.8 Desired Training

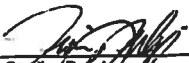
- a. 'Train the Trainer' training targeted to specific groups;
 - Command Staff/Officers: Basic Use, Case Classification,
 - Evidence: Retention, Case Classification, Archival, Cloud Sharing,
 - Records: Retention, Records Search, Cloud Sharing,
 - IT: User/Group Maintenance, Troubleshooting, Network Requirements, Hardware Deployment,
 - Other relevant group, as needed,
 - Redaction,
- b. Training documentation portal with Officer access.

1.9 Technology Capabilities

- a. Current technology integrations for intelligence gathering capabilities;
- b. 5-year roadmap for future technology integrations for intelligence gathering capabilities.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

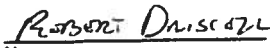


Tim Seelig, Purchaser
Purchasing Office, 512-218-8682

July 10, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

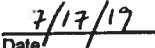
ACKNOWLEDGED BY:



Name



Authorized Signature



Date 7/17/19

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-019

Addendum No: 3

Date of Addendum: 7/16/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q1: Can you please provide the amount of data in terabytes (TB) that will need to be migrated out of the old system?

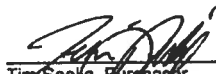
A1: That decision will be made after a vendor has been selected. It will depend on the vendor's response as to how this data will be handled. Respondents can include the cost to migrate data at a cost per terabyte in the Other Costs section of the Cost Proposal Worksheet.

Q2: Please clarify how vendors are to handle the routers in the vehicles. Will they need to be removed and replaced or will they stay with the vehicles?

A2: This is dependent on the vendor's solution. If they wish to reuse or reincorporate the routers, they will stay. If the routers are no longer needed, they can be removed in favor of a different solution. Provide any associated costs in the Other Costs section of the Cost Proposal Worksheet.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Tim Seeley, Purchaser
Purchasing Office, 512-218-6682

July 16, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-019

Addendum No: 4

Date of Addendum: 7/17/19

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Add Contact:** The Authorized Contact for contractual and technical issues has been changed as follows:

Authorized Contact: Cheryl Kaufman
Purchasing Supervisor
512-218-5417
ckaufman@roundrocktexas.gov

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Cheryl Kaufman
Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

7/17/19

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Matt Morstad
Name

Matt Morstad
Authorized Signature

7/17/19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



TAB 9 – COST PROPOSAL:

Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated. Complete and submit with the proposal Attachment D- Cost Proposal Worksheet. Failure to complete and submit Attachment D with the proposal will result in the disqualification of the proposal.

Axon's method of pricing is based upon a not-to exceed model assuming the requested scope of work remains the same. Please see Attachment D and additional pricing information on the following pages.

Attachment - D: Cost Proposal Worksheet
Law Enforcement Mobile Video and Evidence Storage Solution

The quantities listed below are estimates only the City reserves the right to order more or less

Initial Purchase					
Description	Year One	Year Two	Year Three	Year Four	Year Five
	Price of 200 Cameras	Price of 20 Cameras	Price of 20 Cameras	Price of 20 Cameras	Price of 20 Cameras
Price per Wearable Camera*	854.37	854.37	Exhibit "A" 854.37	854.37	854.37
	Price of 200 In-Car Camera Systems	Price of 20 In-Car Camera Systems	Price of 20 In-Car Camera Systems	Price of 20 In-Car Camera Systems	Price of 20 In-Car Camera Systems
Price for In-Car Camera System**	4,159.20	4,159.20	4,159.20	4,159.20	4,159.20
Price for Hardware Maintenance and Support	\$33,200.00	\$3,320.00	\$3,320.00	\$3,320.00	\$3,320.00
Price for Software License, Maintenance and Support	96,835	\$8,448	\$8,448	\$8,448	\$8,448
Price for Hosting Storage for Immediate Access	\$50,888	\$5,088.80	\$5,088.80	\$5,088.80 total	\$5,088.80
Price for Hosting Archival Storage	\$0	\$0	\$0	\$0	\$0
Other Costs ***	\$0	\$0	\$0	\$0	\$0
Annual Price per year "Total"	\$1,182,397.00	\$113,788.20	\$113,788.20	\$113,788.20	\$113,788.20

* The proposer shall submit an annual price per camera which shall include all annual costs of operation and ownership, including camera unit, docking stations, chargers, collars and any other hardware required to operate the camera

**The proposer shall submit an annual price per In-Car Camera System which shall include all installation and misc. hardware costs

*** Include a detailed breakdown of other specific costs not references above on a separate sheet

Yearly Ongoing Costs After the Initial Purchase				
	Year Two	Year Three	Year Four	Year Five
	Wearable Camera & In-Car Camera System Qty 200	Wearable Camera & In-Car Camera System Qty 220	Wearable Camera & In-Car Camera System Qty 240	Wearable Camera & In-Car Camera System Qty 260
Annual Storage Fees	\$50,888	\$55,756.80	\$60,825.60	\$65,894.40
Software including licensing fees and annual maintenance, support, patches and upgrades	\$96,835.20	100,003.20	101,171.20	106,339.20
Hosting Fees (if applicable)		\$	\$	\$
Other Costs ****	\$242,288	\$263,196.00	\$284,105.00	\$305,014.00
Annual Ongoing Costs "Total"	\$389,811.00	\$418,956.00	\$446,101.80	\$477,247.60

**** Include a detailed breakdown of other specific costs not references above on a separate sheet

Other Costs	
On a separate sheet of paper list the prices on the following equipment and services	
Cloud Transaction Costs	
Unit price of all equipment and accessories needed to operate the wearable camera and in-car camera system (Published Price List, include % discount from Price List for future purchases)	
Hourly rates for training services	
Travel Costs	
Extended Warranty	
Upgrade/Replacement Pricing	
All other costs not listed	

**"Yearly Ongoing Costs After Initial
Purchase - Other Costs"**

Explanation:

	(200 vehicles) = Axon Fleet 2 Unlimited 60 Plan Annual Payment. This annual fee includes payment for the in-car cameras, unlimited HD storage, and hardware warranty for the life of the contract.
\$209,088	
	Includes full warranty of all devices (including docks) AND one (1) upgrade of all 200 devices (including docks) after 30 months of the term.
\$33,200.00	

PROTECT LIFE



Cloud Transaction Costs

None

Exhibit "A"**Published Price**
\$0**Discounted Price**
\$0**Unit price of all equipment and accessories needed to operate the wearable camera and in-car camera system (Published Price List, include % discount from Price List for future purchases)**

Axon Body 3 Body Worn Camera (includes two mounts per device AND 3% spare devices (total of six (6) spare devices for a 200 camera deployment))

Published Price**Discounted Price**

\$699

\$615.12

Axon Body 3 Docking Station (each dock contains eight (8) bays to upload, recharge, update firmware for body worn cameras)

\$1,495

\$1,315.60

Evidence.com Basic License (upload and viewer license for officers)

\$180 per year

\$158.40 per year

Evidence.com Pro License (includes advanced features such as redaction, administrative privileges, etc. normally used by IT, evidence techs, records management personnel)

\$468 per year

\$411.84 per year

Axon Aware (provides livestreaming, officer mapping, gunshot detection, situational awareness)

\$300 per year

\$264 per year

Axon Fleet 2 (includes camera hardware, warranty, unlimited HD storage, software license AND 3% spare kits (total of six (6) spare kits for a 200 vehicle deployment))

\$1,188 per year per vehicle

\$1,045.44 per year per vehicle

Cradlepoint Router (1BR900-1200M router + 5 year Netcloud Essentials plan)

\$1,509 per vehicle

\$1,327.92 per vehicle

Cradlepoint 5-1 antenna

\$270 per vehicle

\$237.60 per vehicle

Rates for training services**Published Price****Discounted Price**

Axon Fleet 2 in-car video installation with backdoor triggers (includes "clip and rip" uninstallation of existing in-car video system)

\$1,290 per vehicle

\$1,287.12 per vehicle

Existing in-car video full uninstallation (includes full removal of all wires from existing in-car system)

\$200 per vehicle

\$200 per vehicle

Train-the-trainer (4 days of onsite deployment support / training)

\$17,000

\$14,960

Travel Costs

None

Published Price
\$0**Discounted Price**
\$0**Upgrade/Replacement Pricing (body cameras and docks only) - Year 1, 2 & 3**

Body Worn Camera Technology Assurance Plan (includes 3 year warranty + 1 upgrade during the term) – charged as an annual fee per bodyworn camera

Published Price**Discounted Price**

\$390

\$166

Dock Technology Assurance Plan (includes 3 year warranty + 1 upgrade during the term) – charged as an annual fee per bodyworn camera

Extended Warranty - body cameras and docks only - years 4 & 5

Body Camera Extended Warranty

Published Price**Discounted Price**

\$299.95

\$246.35

Dock Extended Warranty

\$499.90

\$439.12

All other costs not listed

L3 Data Migration - One time Fee

Published Price**Discounted Price**

\$10,000

\$10,000

L3 Data Migration - Per Terabyte Migration Fee

\$500

\$500

L3 Data Hosted on Evidence.Com - Per Terabyte Hosting Fee

\$750

\$750



Exhibit "A"

EXCEPTIONS & AXON MASTER SERVICES PURCHASING AGREEMENT



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

July 15, 2019

City of Round Rock, TX
Purchasing Division
221 East Main Street
Round Rock, TX 78664

**RE: Requested Exceptions to Request for Proposal Law Enforcement
Mobile Video and Evidence Storage Solution #19-019**

Please find below Axon Enterprise, Inc.'s (Axon) exceptions to the above-referenced solicitation. Axon is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms and conditions attached to the solicitation.

1. Addition of Axon's Terms and Conditions.

Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City on these terms and conditions.

2. Standard Terms and Conditions. Section 35.

Axon respectfully requests that this section be amended as follows:

Other governmental entities may be extended the opportunity to purchase from the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. ~~Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal.~~

3. Insurance Requirements. Section 1.4.

Axon respectfully requests that this section be amended as follows:

The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements ~~thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies).~~

4. Insurance Requirements. Section 1.5.1 and 1.5.2.

Axon respectfully requests that this section be amended to exclude the Vendor's Worker's Compensation Insurance and Employers Liability Insurance as additional insured's cannot be issued for these policies.

5. Insurance Requirements. Section 1.5.4.

Axon respectfully requests that this section be removed because such language is required by our contractual obligations with ACORD.

TASER INTERNATIONAL IS NOW AXON ENTERPRISE



Exhibit "A"



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

6 Insurance Requirements. Section 1.5.9 and Section 2.8.

Axon respectfully requests that these sections be removed because our insurance carriers cannot issue notices based on policy changes of this nature, notice can only be provided for cancellation.

Best Regards,

Katie Wingate
Associate Corporate Counsel
kwingate@axon.com
480 208 0499

TASER INTERNATIONAL IS NOW AXON ENTERPRISE



Exhibit "A"

AXON TEAM RESUMES

Joseph A. Fiumara
Professional Services Senior Director
928.486.7113
jfiumara@axon.com

Professional Profile	<ul style="list-style-type: none">• Extensive leadership experience in law enforcement• Strategic, visionary leader.
Professional Experience	<div><div>Axon Enterprise, Scottsdale, AZ <i>Professional Services Senior Director</i> <ul style="list-style-type: none">• Axon & CEW program implementation team oversight• Digital evidence workflow assessment and consulting• Professional Services business development</div><div>Lake Havasu City Police Department, Lake Havasu, AZ 2006 – 2013 <i>Captain</i><ul style="list-style-type: none">• Responsible for all operational sworn functions</div><div>Lake Havasu City Police Department, Lake Havasu, AZ 2000 – 2006 <i>Lieutenant</i><ul style="list-style-type: none">• Support services commander• Project manager 2.3M citywide radio system construction• Acquisition and oversight of over 500 K in new technology grant projects</div><div>Lake Havasu City Police Department, Lake Havasu, AZ 1998 – 2000 <i>Sergeant</i><ul style="list-style-type: none">• Supervised Criminal Investigations Bureau• Oversight and direction of major and sensitive investigations• Wrote first grant for citywide G.I.S. program</div><div>Lake Havasu City Police Department, Lake Havasu, AZ 1994 – 1998 <i>Detective</i><ul style="list-style-type: none">• Investigation of all crime types, both general and narcotics-related• Implementation of the digital imaging system and local area network</div></div>
Education	<div><div>Kennedy Western University B.S., Criminal Justice 2004</div><div>FBI National Academy Graduate, 230th session 2007</div></div>



Exhibit "A"

**Arizona Community College Special Teaching Certificate,
Associate Faculty, Criminal Justice Program, Mohave Community
College**



Exhibit "A"

Stephen Hadley Lead Professional Services Manager

623.203.5284
shadley@axon.com

Professional Profile

- Great leadership and communication skills.
- Extensive experience in project management and law enforcement
- Staff development and employee relations experience.

Professional Experience

Axon Enterprise, Scottsdale, AZ **12/2016 - Present**
Lead Professional Services Manager

- Work with law enforcement agencies on the implementation of their body worn cameras and other Taser/Axon products, both onsite and remotely.
- Establish and assess digital work flow systems for agencies to optimize efficiency and performance.

Peoria Police Department, AZ **04/2010 - 12/2016**
Lieutenant

- Supervise, manage, and lead police sergeants and officers in the operation of street and administrative level assignments.
- Interact with the public and public officials with the goal of accomplishing the reduction of crime and the fear of crime through community oriented policing.
- Patrol Services Lieutenant - Lead a shift within the patrol operations bureau that included four sergeants, supervising squads of 10 officers each.
- Maintain relations with the business owners of the city's entertainment district to achieve an information exchange which result in open communication between the city and the department.
- Compiled and analyzed crime statistics for resource deployment and discussion in weekly COMPSTAT meetings.
- Crisis Negotiations Commander - Lead the Crisis Negotiations Team in SWAT operations and training. Managed budget and negotiation development for the team through supervision of two sergeants and their respective negotiators.

Peoria Police Department, AZ **10/2009 - 04/2010**
Professional Standards Unit Sergeant

- Assist department administrators, supervisors and employees in maintaining a high standard of accountability and integrity, while ensuring the confidence of the citizens of Peoria through audits and internal investigations.



Exhibit "A"

Peoria Police Department, AZ**03/2008 – 10/2009*****Police Officer***

- Provide a police service to the citizens of Peoria in the form of enforcement and education of the law.
- Endeavored to reduce crime and the fear of crime in the districts of responsibility.

Axon Enterprise (then TASER International)**2/2005 – 11/2007*****Regional Manager/Public Relations Officer***

- Coordinated the sales, marketing and distribution of TASER products to 10 states in the western portion of the United States. This position required the management of a \$1M budget set aside for the respective states, and the management of 15 distribution companies within those states as well. Budget responsibilities encompassed compensation, commissions, purchasing and marketing.
- Represented TASER International in press and public situations regarding the company and its products. Deployed nationally and internationally in response to meetings, hearings and press situations where TASER presence was required.

Glendale Police Department, AZ**11/1995 – 02/2005*****Sergeant***

- Supervised and evaluated the day-to-day work product of officers assigned to the patrol division.
- Reviewed reports, conducted over-site of priority crime scenes, and personnel issues. Responsible for the work product of officers; maintained a balance between investigation of crimes and response times.
- Coordinated the on-going training for officers on the shift through briefings and continuing officer training days. Assigned shift lieutenant duties when necessary.

Education**Ottawa University****B.A. Public Administration**



Exhibit "A"

Charles (Ricky) Wright Senior Technical Project Manager

336.251.4088
rwright@axon.com

Professional Profile

- A+ Computer Repair Certified Technician
- DELL Certified Technician
- IBM Certified Technician

Professional Experience

Axon Enterprise, Scottsdale, AZ **9/2017 – Present** **Senior Technical Project Manager**

- Serve as technical liaison between Axon pre-sales engineering and deployment teams.
- Support new and existing customers throughout deployment of their Axon Fleet in-car camera programs.
- Managing In-car camera projects for agency customers, assisting all relevant stakeholders in a successful deployment.

Forsyth County Sheriff's Office, NC **10/2013 – 9/2017** **Information Technology Manager**

- Currently manages a team of 6 IT staff to support various technology needs within FCSO. Our team supports more than 500 users, 350 PC Workstations, associated printers, over 125 Mobile Data Computers along with 38 in-house Servers (CAD Server, Email Servers, Multiple File and Database Servers).
- Strong analytical skills with demonstrated problem solving ability across FCSO divisions with diverse technology needs
- Performs strategic and tactical IT planning for hardware, operating systems, application software, networking and staffing. Recommends new systems and procedures to improve operations
- Point of contact between FCSO and vendors (Software, Cabling, Hardware, Security, etc.). Lead person for external vendor contracts and/or projects

Richard Childress Racing, NC **7/2007 – 10/2013** **Information Technology Manager**

- Supervised team of IT staff to support technology needs within RCR and affiliates including more than 400 users and 5 subsidiary operations
- Liaison between RCR and technology vendors (Software, Cabling, Hardware, etc.) and related contracts and/or projects
- Managed mobile IT support for racetrack technology needs, ensuring databases, engineering programs and connectivity are in place for weekly racetrack events across all active racing series

17800 N 85th St, Scottsdale, AZ 85255 | www.axon.com





Exhibit "A"

- Displayed the ability to manage RCR projects from concept to execution while managing to budget expectations (i.e., standardization of technology to a Dell platform, technology needs for RCR construction projects, complete upgrade of network systems to support 12 buildings within the RCR complex)

Richard Childress Racing, NC

2/2005 – 7/2007

Engineering/Information Technology Specialist

- Served as primary Help Desk Coordinator, promptly addressing user requests
- Assisted RCR users with training and utilization of computer systems
- Led initiative to establish infrastructure and transfer email system in-house from hosted Pop3 environment
- Worked with pit crew staff to design and implement a new pit box system to advance technology tools and capabilities
- for track performance
- Configuration and installation of wireless network system to support RCR complex and racetrack connectivity
- Responsible for all AV support of RCR events within the complex and off-site

Wake Forest University, NC

7/1999 – 2/2005

System Administrator

- Assisted all users of the Babcock community with the use of computer systems and provided training for end user
- Coordinated Help Desk resources and escalated issues appropriately
- Diagnosed and repaired software and hardware problems, coordinating complex repairs with hardware vendors as needed
- Administration of file/print/email servers
- Responsible for all AV support within the Babcock Graduate School
- Managed and coordinated annual staffing of lab assistants, a classroom checker and Charlotte-based IT Intern(s)
- Lead technical contact for IBM Warranty Self-Maintainer Program
- Managed vendor relationship with PrinterSense for all Babcock printers
- Maintained inventory of all Babcock IT Department checkout items

Education

University of North Carolina at Charlotte, NC

1999

B.S. Business Administration, Management Information Systems



Exhibit "A"

Alexander Menke
Technical Project Manager
618.210.0755
amenke@axon.com

Professional Profile

- Experienced customer service professional with extensive technical knowledge
- Great communication skills and project management capability

Professional Experience

Axon Enterprise, Scottsdale, AZ **12/2017 - Present**
Technical Project Manager

- Serve as technical liaison between Axon pre-sales engineering and deployment teams
- Support new and existing customers throughout deployment of their Axon Fleet in-car camera programs
- Managing in-car camera projects for agency customers, assisting all relevant stakeholders in a successful deployment
- Travel to customer locations to ensure a successful deployment of Axon Fleet

Axon Enterprise, Scottsdale, AZ **7/2016 - 12/2017**
Sr. Technical Support Engineer

- Provide first class customer service to all users of Axon products
- Maintain relationships with high value customers to provide direct individual support
- Subject matter expert for Axon's digital evidence storage system (evidence.com) and body-worn cameras
- Extensive use of Splunk to debug hardware/software logs while creating reports and trends
- Uncover and maintain an understanding of customers' goals, pain points, and drivers to improve the customer experience
- Reviewing product debugging logs to identify root causes of issues

Bechtel Corporation, Charlotte, NC **3/2015 - 7/2017**
Project IS&T Lead, Google Fiber Project

- Planning and providing comprehensive technical support and training coordination to implement the Project IT plan
- Developing, executing and coordinating project automation requirements while monitoring IT industry innovations to add value to work processes
- Processing nonstandard requests according to global/regional automation policies and procedures



Exhibit "A"

-
- Identifying and developing discipline standards (Bechtel Refined Intellectual Capital BRICs)
 - Developing and communicating standard IS&T services to the project for the hardware, software, and communications

Bechtel Corporation, Charlotte, NC

5/2013 - 3/2015

IT Support Analyst

- Provides troubleshooting of hardware, software and operating system problems to end users on global project sites.
- Access administration within Active Directory
- Obtaining software licenses for user applications
- Resolves computer system problems, including coordination between users, product line specialists and/or enterprise infrastructure support staff.
- Documents issues through the use of an online problem management system including opening, updating status, and closing problem tickets
- Interaction with all internal departments, internal/external support staff, consultants, and material vendors.

Education

Southern Illinois University, Carbondale
Bachelor of Science in Information Security

May 2013



Exhibit "A"

PROLOGIC ITS TEAM RESUMES

Todd Hepler

Director of Fleet Installation

Oversee 12V installation activity for Law Enforcement upfit business and mobile 12V business. Recruit, train, manage in-house staff as well as manage national contractor base. Define & implement SOP for crews. Develop pricing for both sides of business. Develop & manage strategic relationships with local and national customers.

SKILLS

WORK EXPERIENCE

Director, Fleet installations

ProLogic ITS, Acworth GA

- Oversee Law Enforcement upfitting business and mobile 12V business.
- Implement successful national mobile 12V business.

Senior Project Manager

Mobile Installation Technologies, Marietta, GA

- Started local Law Enforcement upfit business.
 - Built business to \$250k in 1st year
- Designed & implemented a business model for mobile 12V installation business on a national level
 - Custom designed deployments based on customer's business needs.
 - Enterprise level customers of 50,000 units down to local customers of 5 units.
 - Manage deployments for all fortune 500 companies (AT&T, Coca Cola Ent., etc)
 - Set pricing on all installations for entire business. Typical margins 60%
 - Oversaw largest growth years in companies' history
- Found, recruited, & promoted my replacements
 - 2 individuals brought in as contractors are now successful Project Managers

Regional Manager/PM – Central Division

Circuit City Stores, Richmond VA

- Responsible for Installation & Maintenance of Display Systems for 200+ stores in the Central Division – about 15 states.
- Manage and Maintain a technical staff of service technicians for Region
- New store installations

Sales & Installation Manager – Atlanta area

Circuit City Stores

- Responsible for 12V Sales and Installation of a single Circuit City Store unit
- Recruit/Hire/Train/Manage Sales & Installation staff
- Specialized in underperforming store turn-arounds
 - Success in Greenbriar Mall location and Memorial Drive location
- Mentored, trained, and promoted many associates who went on to have stellar careers – too many to list.



Exhibit "A"

Lonnie Morrison

1058 Davis Mill RD S Dallas, GA 30157

lmorri02@netzero.net

470-234-1445

Experience:

Prologic ITS.

2018 - Present

Project Manager, 2018 - Present

- Manages multiple simultaneous projects throughout the continental United States.
- Manages internal and external field resources
- Monitors project budgets
- Invoice processing
- Manages Stakeholder communication
- Responsible for Change control for out of scope activities

Utility Associates, Inc.

2014 - 2018

Project Manager, 2016 - 2018

- Managed multiple multi-million dollar projects throughout the continental United States. Responsible from initiation to close of project with a strict focus on budget and time constraints.
- Delivered executive-level progress status reports to the Director of Operations and Chief Operating Officer
- Developed customer specific statements of work, developed and implemented project processes for Utility, Inc. based on PMBOK methodology
- Ensured sales orders were accurate based upon deliverables as defined in the WBS.

Field Engineer, 2014 - 2016

- Managed the deployment of vehicle tracking solutions.
- Deployed Digital In-Car Video.
- Supervised multiple deployments of secure router networks in vehicles.
- Educated customers on hardware and software solutions as required.
- Provided remote troubleshooting customer support.
- Deployed numerous Access Points to facilitate video offload.
- Conducted site surveys.
- Traveled frequently to ensure job completion from coast to coast.

Raytheon/JPS Communications

2008 - 2013

Senior Field Engineer, 2011 - 2013

- Worked with In-Car Video solutions from ICOP, Coban other manufacturers of in-car mobile video. These duties included first presentation of product to installation of all hardware and software.
- Was responsible for providing all train the trainer and end user training.
- Maintained and supported dispatch consoles for two large accounts that consisted of more than 60 plus positions



Exhibit "A"

- Provide customer training and support
- Performed all hardware and software installation
- Generated system designs and quotes
- Wrote training material
- Technical writer for proposal
- ITAR yearly certification and training

Field Engineer, 2009 - 2011

- Maintained Raytheon's in-house digital In-Car Video solution DVU-1000
- Was the main liaison between Raytheon and partnership video company (Out of 88,000+ employees)
- Raytheon's sole knowledge expert on In-Car Mobile Video
- Experience designing wireless and wired networks
- Provided customers with product training and support (on-site and remotely), conducted ride alongs with various police departments for training purposes and acted as Raytheon's main interface for customer questions, issues and problem resolution
- Provide Raytheon JPS Engineering on site support
- Attended trade shows and provided customer product demonstrations

Technical Support Specialist, 2008 - 2009

- Responsible for Raytheon's In-Car Video Program
- Installed digital video systems for Public Safety municipalities.
- Designed solutions for multiple vehicle types (from Crown Vic's to garbage trucks)
- Quickly became company's sole interface for all technical aspects for sales and customer relations for Raytheon's digital In-Car Video solution DVU-1000
- Provided on-site guidance and support
- Maintained Raytheon's in house digital In-Car Video solution DVU-1000
- Installed and configured back office server hardware and software elements

Sprint/Nextel

1998-2008

Field Technician I and Field Technician II

- Maintained multiple cellular sites to include maintenance, troubleshooting, capacity expansion, calibration, extensive backhaul troubleshooting of T1s, DSL data lines
- Performed any and all Motorola cellular base station upgrades
- Upgrades consisted of software/hardware along with reconfiguration of RF transmission paths. Successfully collaborated on design, configuration, and deployment of Cisco VPN and VPN networks
- Assisted in a 2 ½ year multi-city (Raleigh, Durham, and Fayetteville, NC) deployment of mobile high speed secure data connections to facilitate remote access to secure managed communications networking elements

US Army

1994-1998

E-1 Private and E-4 Specialist

- Supervised installation/deployment of multi-channel radio relay links
- Operated single-channel satellite radios and remote extension switches for a customer base of 5000+ in a severe tactical environment
- Managed installation and configuration of manual and semiautomatic switchboards to ensure reliable battlefield communications
- Managed installation of UHF/VHF/SHF/FM radio systems.



Exhibit "A"

Education/Training:

2016 Project Management Boot Camp, Atlanta, GA
2005 DCS T1/HDSL Network Troubleshooting Course
2004 Motorola Iden EBTS Installationn Operation and Maintenance
2002 3-G Overview Training, Charlotte, NC.
2001 Motorola SC 4812 school, Richmond, VA.
2000 Motorola SC 614 School, Chicago, IL.
1994 Mobile Subscriber Equipment Transmission Systems Operator Course, Ft. Gordon, GA



Exhibit "A"

OUR VALUES

BE OBSESSED

Walk with the customer as you transform their world - We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.

AIM FAR

Think big with a long-term view - We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.

WIN RIGHT

Win with integrity - We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous --- and never compromise our integrity.

OWN IT

Commit, take action, and deliver - We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.

JOIN FORCES

Act as one global team - Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.

EXPECT CANDOR

Deliver with respect. Assume positive intent - Candor gets critical issues elevated and the truth on the table --- it gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be if we can't offer and be given critical feedback?

BE OBSESSED

AIM FAR

WIN RIGHT

OWN IT

JOIN FORCES

EXPECT CANDOR

OUR VALUES



Exhibit "A"

THE AXON NETWORK

FLEET

BODY & FLEX

RECORDS

ARTIFICIAL INTELLIGENCE

TASER DEVICE

AXON SIGNAL

EVIDENCE.COM

FLEET - Axon Fleet is an in-car camera system that leverages the Axon Network and Evidence.com platform to provide a cloud-connected in-car video solution.

RECORDS - The Records Management System is an emerging product designed to keep officers available in their communities, reduce paperwork, and save times with reports.

BODY AND FLEX - Axon's Body Worn Cameras work with Evidence.com to protect truth. The Body series mounts on the officer's person, while Flex cameras mount to helmets or glasses with a wired controller.

ARTIFICIAL INTELLIGENCE - The Axon AI team is workflow-centric. We aim to speed up manual, repetitive tasks that officers, supervisors, and prosecutors have to do every day.

EVIDENCE.COM - Evidence.com is a Digital Evidence Management System for our BWC and Fleet footage, as well as other evidence. With Evidence.com, agencies can centralize vast amounts of evidence with easier management and sharing.

AXON SIGNAL - Signal Sidearm, Signal Performance Power Magazine (SPPM), and Signal Vehicle comprise the Axon Signal Suite.

TASER DEVICE - Taser Conducted Electrical Weapons have become standard issue tools on an officer's belt and have saved lives around the world.

THE AXON NETWORK

Exhibit "B"



AXON

Round Rock Police Dept. - TX

AXON SALES REPRESENTATIVE
Chris Collins

ccollins@axon.com

ISSUED
2/12/2020

Q-220827-43873.648CC

Exhibit "B"



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

Q-220827-43873.648CC

Issued: 02/12/2020

Quote Expiration: 03/31/2020

Account Number: 107982

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Sean Johnson
Round Rock Police Dept. - TX
2701 N. MAYS ST.
ROUND ROCK, TX 78665
US

BILL TO

Round Rock Police Dept. - TX
221 E. Main Street
ROUND ROCK, TX 78664
US

SALES REPRESENTATIVE

Chris Collins
Phone:
Email: ccollins@axon.com
Fax:

PRIMARY CONTACT

Sean Johnson
Phone: (512) 218-6670
Email: sjohnson@roundrocktexas.gov

Year 1 - Body Worn

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		209	180.00	144.67	30,236.03
85110	EVIDENCE.COM INCLUDED STORAGE		2,090	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		15	468.00	376.13	5,641.95
85110	EVIDENCE.COM INCLUDED STORAGE		450	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		209	288.00	231.47	48,377.23
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		27	336.00	270.04	7,291.08
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		209	180.00	144.67	30,236.03
Hardware						
73202	AXON BODY 3 - NA10		209	699.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2		209	0.00	0.00	0.00
73254	3 Year Technology Assurance Plan Warranty AB3 Camera		209	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		27	1,495.00	788.63	21,293.01
73256	3 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		27	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		209	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK		209	0.00	0.00	0.00

Q-220827-43873.648CC

Exhibit "B"

Year 1 - Body Worn (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
74028	WING CLIP MOUNT, AXON RAPIDLOCK		48	29.95	24.07	1,155.36
Other						
71019	NORTH AMERICA POWER CORD		27	0.00	0.00	0.00
73410	AXON AWARE PLUS V SERVICE LINE: 5 YEAR		209	0.00	0.00	0.00
73413	AXON AWARE PLUS ANNUAL PAYMENT		209	300.00	241.11	50,391.99
73260	Technology Assurance Plan AB3 Annual Payment		209	336.00	270.04	56,438.36
Services						
85055	AXON FULL SERVICE		1	17,000.00	13,662.90	13,662.90
					Subtotal	264,723.94
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	264,723.94

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80197	FLEET 2 UNLIMITED 60 PLAN LICENSE: 5 YEAR		200	0.00	0.00	0.00
80154	EVIDENCE.COM STORAGE, UNLIMITED, 5 YEAR UPFRONT, FLEET		200	0.00	0.00	0.00
Hardware						
71088	AXON FLEET 2 KIT		200	0.00	0.00	0.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		200	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		200	1,509.00	1,212.78	242,556.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		200	270.00	217.00	43,400.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		200	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		200	0.00	0.00	0.00
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		200	1,188.00	954.80	190,960.00
Services						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		200	1,200.00	1,132.66	226,532.00

Exhibit "B"

Year 1 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services (Continued)						
11620	ADDITIONAL CUSTOM FLEET TRIGGER and INSTALLATION (1 PER)		400	99.00	79.57	31,828.00
Subtotal						735,276.00
Estimated Tax						0.00
Total						735,276.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		6	699.00	0.00	0.00
73254	3 Year Technology Assurance Plan Warranty AB3 Camera		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		12	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		5	0.00	0.00	0.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		5	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2 - Body Worn

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		209	180.00	298.45	62,376.05
85110	EVIDENCE.COM INCLUDED STORAGE		2,090	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		15	468.00	376.08	5,641.20
85110	EVIDENCE.COM INCLUDED STORAGE		450	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		209	288.00	231.47	48,377.23
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		27	336.00	270.04	7,291.08
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		209	180.00	144.67	30,236.03
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		209	300.00	241.11	50,391.99

Exhibit "B"

Year 2 - Body Worn (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73260	Technology Assurance Plan AB3 Annual Payment		209	336.00	270.04	56,438.36
					Subtotal	260,751.94
					Estimated Tax	0.00
					Total	260,751.94

Year 2 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		200	1,188.00	954.80	190,960.00
					Subtotal	190,960.00
					Estimated Tax	0.00
					Total	190,960.00

Year 3 - Body Worn

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		209	180.00	298.45	62,376.05
85110	EVIDENCE.COM INCLUDED STORAGE		2,090	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		15	468.00	376.08	5,641.20
85110	EVIDENCE.COM INCLUDED STORAGE		450	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		209	288.00	231.47	48,377.23
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		27	336.00	270.04	7,291.08
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		209	180.00	144.67	30,236.03
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		209	300.00	241.11	50,391.99
73260	Technology Assurance Plan AB3 Annual Payment		209	336.00	270.04	56,438.36
					Subtotal	260,751.94
					Estimated Tax	0.00
					Total	260,751.94

Exhibit "B"

Year 3 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		200	1,188.00	954.80	190,960.00
					Subtotal	190,960.00
					Estimated Tax	0.00
					Total	190,960.00

Year 4 - Body Worn

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		209	180.00	298.45	62,376.05
85110	EVIDENCE.COM INCLUDED STORAGE		2,090	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		15	468.00	376.11	5,641.65
85110	EVIDENCE.COM INCLUDED STORAGE		450	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		209	288.00	231.47	48,377.23
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		209	180.00	144.67	30,236.03
Hardware						
73250	AXON BODY 3 - 2 YEAR WARRANTY		209	279.95	225.00	47,025.00
73251	AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY		27	499.90	401.77	10,847.79
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		209	300.00	241.11	50,391.99
					Subtotal	254,895.74
					Estimated Tax	0.00
					Total	254,895.74

Year 4 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		200	1,188.00	954.80	190,960.00
					Subtotal	190,960.00
					Estimated Tax	0.00
					Total	190,960.00

Exhibit "B"

Year 5 - Body Worn

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		209	180.00	298.45	62,376.05
85110	EVIDENCE.COM INCLUDED STORAGE		2,090	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		15	468.00	376.11	5,641.65
85110	EVIDENCE.COM INCLUDED STORAGE		450	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		209	288.00	231.47	48,377.23
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		209	180.00	144.67	30,236.03
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		209	300.00	241.11	50,391.99
					Subtotal	197,022.95
					Estimated Tax	0.00
					Total	197,022.95

Year 5 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		200	1,188.00	954.80	190,960.00
					Subtotal	190,960.00
					Estimated Tax	0.00
					Total	190,960.00

Grand Total	2,737,262.51
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Exhibit "B"

Discounts (USD)

Quote Expiration: 03/31/2020

List Amount	3,368,142.45
Discounts	630,879.94
Total	2,737,262.51

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Body Worn	264,723.94
Year 1 - Fleet	735,276.00
Spares	0.00
Year 2 - Body Worn	260,751.94
Year 2 - Fleet	190,960.00
Year 3 - Body Worn	260,751.94
Year 3 - Fleet	190,960.00
Year 4 - Body Worn	254,895.74
Year 4 - Fleet	190,960.00
Year 5 - Body Worn	197,022.95

Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - Fleet	190,960.00
Grand Total	2,737,262.51

Exhibit "B"

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design





Agency Created For: Round Rock Police Dept. - TX

Quote: Q-220827-43873.649CC

Sold By:	Chris Collins
Designed By:	Evan Bates
Installed By:	Axon
Target Install Date:	

Exhibit "B"

VEHICLE OVERVIEW

SITE NAME		CUSTOMER NAME	
Headquarters		Round Rock Police Dept. - TX	
Total Configured Vehicles		 Axon Camera	
<ul style="list-style-type: none">• 200	Total Vehicles with this Configuration		
Video Capture Sources			
<ul style="list-style-type: none">• 400	Total Cameras Deployed		
<ul style="list-style-type: none">• 1	Axon Signal Unit(s) Per Vehicle	 Signal Unit	
Mobile Data Terminal Per Vehicle			
<ul style="list-style-type: none">• 1	Located In Each Vehicle	 In-Car Router	
Mobile Router Per Vehicle			
<ul style="list-style-type: none">• 1	Cradlepoint IBR900-1200	 Battery Box	
Offload Mechanism			
<ul style="list-style-type: none">• 4G LTE Cellular			
Evidence Management System			
<ul style="list-style-type: none">• Evidence.com			

SYSTEM CONFIGURATION DETAILS

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

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Exhibit "B"

Additional Considerations	<p>If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare.</p> <p>For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.</p>	
	<p>In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.</p>	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	400	800	
	Mobile Data Terminal	200		
	Cradlepoint IBR900-1200	200		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

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

Exhibit "B"

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>

Exhibit "B"

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 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.

Exhibit "B"

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

Axon's Sales Terms and Conditions

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

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

Please sign and email to Chris Collins at ccollins@axon.com or fax to

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

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

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

**Round Rock Police Dept. - TX**

ATTENTION

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

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



Exhibit "C"

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical 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 under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

- 7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

- 7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this



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Agreement by reference.

- 9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
- 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between



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the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

- 17 **Confidentiality.** **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18 **General.**
- 18.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2 **Independent Contractors.** The Parties are independent contractors. Neither Party 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.
- 18.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 **Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.



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18.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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

Agency:
Attn:
Street Address
City, State, Zip
Email

18.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

- 2** **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

- 3** **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 4** **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 5** **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 6** **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

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Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption



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or errors before Agency uploads data to Axon Cloud Services.

- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** 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 Axon Cloud Services; or
 - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **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 service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud 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, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration

- Setup Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

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System set up and configuration (Remote Support) <ul style="list-style-type: none">• Setup Axon Mobile on smartphones (if applicable)• Configure categories & custom roles based on Agency need• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.



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- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

- | |
|-----------------------------------------------------------------------------------------|
| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable 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.



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- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").



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- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial 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.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses 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 installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless



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Microphone to Axon.

- 6 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.
- 7 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

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

- 8 **Fleet Unlimited Termination**. If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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Axon Aware Appendix

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

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

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

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

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

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

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

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

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

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

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

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Commander™ Software Appendix

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions or graphics of Commander; or
 - 3.8 remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("Updates") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.

Axon Application Programming Interface Appendix**1 Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1. use API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;



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- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
- 2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

1 **Definitions.**

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

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

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule

4 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

8.1. Make available its relevant systems for assessment by Axon (including making these

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- systems available to Axon via remote access);
- 8.2.** Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3.** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4.** Ensure all appropriate data backups are performed;
 - 8.5.** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6.** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7.** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue.
 - 6.2. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs.
 - 6.3. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data



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within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



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Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1. **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2. **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.



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CITY OF ROUND ROCK INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.
 - 1.4. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.
 - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
 - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 1.5.3. Provide thirty days' notice to the City of cancellation or non-renewal.
 - 1.5.4. Provide for notice to the City at the addresses listed below by registered mail.



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- 1.5.5. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.6. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.7. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
- 1.5.8. All notices shall be mailed to the City at the following addresses:

Assistant City Manager
City of Round Rock
221 East Main
Round Rock, TX 78664-5299

City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664

2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
- 2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and



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- 2.6.2. no later than fourteen (14) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
 - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to



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administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.