



AGENDA ITEM # 12A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

March 26, 2018

Item Title: Replacement of Police vehicle in-car camera systems

Staff Contact: Steve Herron, Chief of Police

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute an agreement between the Village of Roselle and AXON for an in-car camera system for a period of five years.

Executive Summary:

The FY 2018 budget includes \$70,655 for the purchase of replacement in-car video and audio recording systems for Police Department vehicles. The system consists of cameras mounted inside the vehicles, wireless microphones worn by police officers, audio and video recording equipment, and onsite software and hardware used for the storage and retrieval of the recordings. The existing systems, which are manufactured by Panasonic, were purchased in 2006 and are beyond their useful life. The attached proposal is for 12 in-car camera systems manufactured by AXON that will be installed in 10 patrol vehicles, the supervisor/sergeant vehicle, and the community service vehicle.

Over the last several months, staff evaluated in-car camera systems to ensure the performance of the products meet not only today's demands, but are also expandable for future demands of law enforcement and the community. Additionally, any system that is purchased needs to be easy to use, simplify any interactions with the IT Department and have the ability to provide reliable real-time and historical evidence. After evaluating several systems, staff is recommending the Village purchase the in-car camera systems from AXON (formally Taser International) as they are leading the way in developing law enforcement technology. The AXON system offers an all-in-one system that includes cameras, wireless microphones, free equipment replacement warranty, and offsite secure data storage.

The AXON system leverages a cloud based information management platform that stores the data; thereby reducing the need for purchasing additional onsite storage and additional IT support. The system has added features for streamlining and redacting data through an easy to use interface that allows Police personnel to view video from multiple cameras simultaneously so the viewer will be looking at all the videos at a single time, providing the viewer a better picture of what took place. Because the AXON system is

expandable, the Village could add features such as body worn cameras or activation devices that activate video and audio recording anytime the officer draws their firearm or Taser. Staff spoke with the Chief of Evanston Police Department and he provided a very positive recommendation for the AXON system.

Attached are proposals from AXON that outlines the cost of the system over the next 5 years as follows: Year 1 - \$39,936 and Years 2 – 5 - \$27,708 per year. These payments include the upfront costs associated with purchasing equipment and implementing and configuring the system and all future equipment upgrades/replacements and cloud storage. The cost does not include the installation of the systems in each Police vehicle. Staff is currently evaluating the most cost-effective way for installing the new systems in the 12 police vehicles. The expected delivery on the camera systems is at least 6 weeks.

Implications:

Is this item budgeted? Yes, \$70,655 has been budgeted to replace the in-car cameras systems. The first year cost of this contract will be \$39,936, which is approximately \$31,000 under budget. The remaining annual costs of the contract, which are \$27,708 per year, will be budgeted in future budgets.

Any other implications to be considered? At the April 9 Committee of the Whole meeting, staff will present recommendations on the purchase of replacement computers in the Police vehicles as well as the installation of the in-car camera systems and computers. The most cost-effective approach will be to have both the computers and camera systems installed at the same time.

Attachments:

Resolution

AXON Master Services and Purchase Agreement

AXON Quote Q-156258-43168.774CG

AXON Quote Q-156259-43168.773CG

RESOLUTION NO. 2018 –

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC FOR AN IN-CAR CAMERA SYSTEM

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Axon Enterprise, Inc. for an in-car camera system; and

WHEREAS, the agreement is for a 5 year term; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Village Administrator is hereby authorized to sign that certain "Master Services and Purchasing Agreement with Axon Enterprise, Inc." which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 26th day of March, 2018

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Roselle Police Department - IL (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

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

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

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

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

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

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

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

5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal

law.

7 **Warranties.**

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

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

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

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

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

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

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

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

insurance upon request.

- 11** **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

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

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

15 **Termination.**

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

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.



16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

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

<p>Axon: Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com</p>	<p>Agency:</p>
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16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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

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

Axon Enterprise, Inc.

Roselle Police Department - IL

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

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- 6** **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.
- For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
- 8** **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1.** The Termination provisions of the Master Service Agreement apply;
 - 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9** **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10** **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

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- 11** **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Axon Fleet Appendix

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

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

 - 5.1.** If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2.** Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.
 - 5.3.** If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.
- 6** **Fleet Wireless Offload Service.**

 - 6.1.** **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
 - 6.2.** **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
 - 6.3.** **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information

contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

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

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

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

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

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

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

9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.

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

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

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

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Roselle Police Department - IL

2/27/2018

Q-156258-43168.774CG

1

Axon Sales Representative
Chad Gappa
(480) 502-6255
cgappa@axon.com



QUOTE: Q-156258-43168.774CG

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

Issue Date: 02/27/2018

➔ Quote Expiration: 06/15/2018

Account Number: 327875

Start Date: 07/15/2018
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

Sales Representative:

Chad Gappa
 Phone: (480) 502-6255
 Email: cgappa@axon.com
 Fax: (480) 696-7643

Primary Contact:

Steve Herron
 (630) 671-4005
 sherron@roselle.il.us

BILL TO:

Roselle Police Department - IL
 103 S. PROSPECT ST.
 ROSELLE, IL 60172
 US

SHIP TO:

Steve Herron
 Roselle Police Department - IL
 103 S. PROSPECT ST.
 ROSELLE, IL 60172
 US

Year 1

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	9	1,548.00	13,932.00
Hardware				
71079	CAMERA SYSTEM, FRONT, FLEET 2	9	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	9	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	9	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	9	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	9	0.00	0.00
70112	AXON SIGNAL UNIT	9	0.00	0.00
71084	JUNCTION BOX, FLEET 2	9	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	9	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	18	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	18	0.00	0.00
74027	Axon Fleet Dongle	9	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	9	410.00	3,690.00
11511	ROUTER ANTENNA, FLEET	9	270.00	2,430.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	9	550.00	4,950.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	9	0.00	0.00
			Subtotal	25,002.00
			Estimated Shipping	0.00
			Taxes	0.00
			Total	25,002.00

Year 2

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	9	1,548.00	13,932.00
			Subtotal	13,932.00
			Taxes	0.00
			Total	13,932.00

Year 3

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	9	1,548.00	13,932.00
			Subtotal	13,932.00
			Taxes	0.00
			Total	13,932.00

Year 4

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	9	1,548.00	13,932.00
			Subtotal	13,932.00
			Taxes	0.00
			Total	13,932.00

Year 5

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	9	1,548.00	13,932.00
			Subtotal	13,932.00
			Taxes	0.00
			Total	13,932.00

Grand Total	80,730.00
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Discounts (USD)

Quote Expiration: 06/15/2018

List Amount	89,451.00
Discounts	8,721.00
Total	80,730.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	25,002.00
Year 2	13,932.00
Year 3	13,932.00
Year 4	13,932.00
Year 5	13,932.00
Grand Total	80,730.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Roselle Police Department - IL

Quote: Q-156258-43168.774CG

Sold By:	Chad Gappa
Designed By:	
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	Roselle Police Department - IL	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 12 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 24 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle <p>Mobile Data Terminal Per Vehicle</p> <ul style="list-style-type: none"> • 1 Located In Each Vehicle <p>Mobile Router Per Vehicle</p> <ul style="list-style-type: none"> • 1 Cradlepoint IBR900 Series <p>Offload Mechanism</p> <ul style="list-style-type: none"> • Wi-Fi <p>Evidence Management System</p> <ul style="list-style-type: none"> • Evidence.com 		 Axon Camera  Signal Unit  In-Car Router  Battery Box

SYSTEM CONFIGURATION DETAILS

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

Vehicle Hardware

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

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

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	24	48
	Mobile Data Terminal	12	
	Cradlepoint IBR900 Series	12	
Hardware Provisioning	Customer to provide all IP addressing and applicable network information		

Network Consideration Agreement

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

Professional Services & Training

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

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 7 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	1 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the <RoutertobeusedwFleet> will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
Hardware Provisioning	Customer will provide all wireless access points for instillation.
	Axon will provide all server(s) for this instillation.

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	2	Shifts	
	Maximum Offline Time	1	Days	
	Hours Of video Recorded Per Shift	3	Hours	
	Number of Vehicles per Shift at Site	6	Vehicles	
	Max Concurrent Vehicles Offloading	7	Vehicles	
	Available Internet Upload Bandwidth	50	Mbps	
Variables	Vehicle Offload Time	40	Minutes	
	Wi-Fi Overhead	10	Percent	
	Network Protocol Overhead	10	Percent	
	Max Storage Utilization %	90	Percent	
Results	Data Size per Vehicle / Shift	9450	MB	
	Required Throughput Per Vehicle	32	Mbps	
	Minimum Wi-Fi Speed	32	Mbps	
	Total Data per Shift	55.37	GB	
	Total Data per Day	110.74	GB	
	Total Offload Bandwidth	221	Mbps	
	Total Storage	12304.69	GB	
	Required Sustained Network Bandwidth	231	Mbps	
	Sustained Disk Write Speed	28	Mbps	
	Min. Supportable Throughput to E.com	10.5	Mbps	
E.com Throughput Difference	39.5	Mbps		

Notes

Free microphones and discount off of Cradlepoint Routers if order is placed by 6/15/18.

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

Axon's Sales Terms and Conditions

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

Signature: _____ **Date:** _____

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

PO# (Or write N/A): _____

Please sign and email to Chad Gappa at cgappa@axon.com or fax to (480) 696-7643

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

Quote: Q-156258-43168.774CG

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Roselle Police Department - IL

3/9/2018

Q-156259-43168.773CG

1

Axon Sales Representative
Chad Gappa
(480) 502-6255
cgappa@axon.com



QUOTE: Q-156259-43168.773CG

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

Issue Date: 03/09/2018

➔ Quote Expiration: 03/30/2018

Account Number: 327875

Start Date: 04/15/2018
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

Sales Representative:

Chad Gappa
 Phone: (480) 502-6255
 Email: cgappa@axon.com
 Fax: (480) 696-7643

Primary Contact:

Steve Herron
 (630) 671-4005
 sherron@roselle.il.us

BILL TO:

Roselle Police Department - IL
 103 S. PROSPECT STREET
 ROSELLE, IL 60172
 US

SHIP TO:

Steve Herron
 Roselle Police Department - IL
 103 S. PROSPECT ST.
 ROSELLE, IL 60172
 US

Year 1

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00
87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	37	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	370	0.00	0.00
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	3	1,548.00	4,644.00
Hardware				
74003	CAMERA SYSTEM, AXON FLEET	6	0.00	0.00
74025	MOUNT ASSEMBLY, AXON FLEET	6	0.00	0.00
70112	AXON SIGNAL UNIT	3	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	6	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	6	0.00	0.00
74027	Axon Fleet Dongle	3	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	3	410.00	1,230.00
11511	ROUTER ANTENNA, FLEET	3	270.00	810.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	3	550.00	1,650.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	3	0.00	0.00
Services				
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	1	2,500.00	2,500.00
WiFi Offload				
74074	WI-FI OFFLOAD SERVER HARDWARE	1	3,500.00	3,500.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	1	600.00	600.00

Year 1 (Continued)

Item	Description	Quantity	Unit Price	Total (USD)
WiFi Offload (Continued)				
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	1	0.00	0.00
			Subtotal	14,934.00
			Estimated Shipping	0.00
			Taxes	0.00
			Total	14,934.00

Year 2

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	3	1,548.00	4,644.00
89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00
87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	37	180.00	6,660.00
85110	EVIDENCE.COM INCLUDED STORAGE	370	0.00	0.00
WiFi Offload				
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	1	600.00	600.00
			Subtotal	13,776.00
			Taxes	0.00
			Total	13,776.00

Year 3

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	3	1,548.00	4,644.00
89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	4	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00
87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	37	180.00	6,660.00
85110	EVIDENCE.COM INCLUDED STORAGE	370	0.00	0.00
WiFi Offload				
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	1	600.00	600.00
			Subtotal	13,776.00
			Taxes	0.00
			Total	13,776.00

Year 4

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	3	1,548.00	4,644.00
89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	4	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00

Year 4 (Continued)

Item	Description	Quantity	Unit Price	Total (USD)
Axon Plans & Packages (Continued)				
87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	37	180.00	6,660.00
85110	EVIDENCE.COM INCLUDED STORAGE	370	0.00	0.00
WiFi Offload				
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	1	600.00	600.00
			Subtotal	13,776.00
			Taxes	0.00
			Total	13,776.00

Year 5

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	3	1,548.00	4,644.00
89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	4	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00
87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	37	180.00	6,660.00
85110	EVIDENCE.COM INCLUDED STORAGE	370	0.00	0.00
WiFi Offload				
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	1	600.00	600.00
			Subtotal	13,776.00
			Taxes	0.00
			Total	13,776.00

Grand Total	70,038.00
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Discounts (USD)

Quote Expiration: 03/30/2018

List Amount	83,871.00
Discounts	13,833.00
Total	70,038.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	14,934.00
Year 2	13,776.00
Year 3	13,776.00
Year 4	13,776.00
Year 5	13,776.00
Grand Total	70,038.00

Notes

Per Craig P this agencies purchase qualifies for two TAP refreshes.

Free body cameras, discount off of Cradlepoint Routers, and first year of Evidence.com User licenses for free if order is placed by 3/30/18.

Axon Fleet System Compatibility: Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Axon's Sales Terms and Conditions

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

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

Please sign and email to Chad Gappa at cgappa@axon.com or fax to (480) 696-7643

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