

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS  
OF THE VILLAGE'S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH  
AXON ENTERPRISE, INC., OF SCOTTSDALE, ARIZONA, FOR THE  
PURCHASE OF BODY-WORN POLICE CAMERA SYSTEMS

WHEREAS, pursuant to the Illinois Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706/10 *et seq.* ("*Act*"), law enforcement agencies are required to employ the use of officer-worn body cameras; and

WHEREAS, the Village Police Department ("*Department*") desires to employ the use of officer-worn body cameras in accordance and compliance with the Act; and

WHEREAS, the Village solicited proposals for, and tested and evaluated alternative brands and equipment of, officer-worn body cameras, judging each product using several factors, including technology, ease of use, overall performance, and price; and

WHEREAS, the Department has determined that the officer-worn body cameras manufactured by Axon Enterprise, Inc., of Scottsdale, Arizona ("*Axon*"), are the best-performing body-worn cameras and are best suited to meet the Village's needs; and

WHEREAS, Axon has submitted a proposal to supply the Department with officer-worn body cameras, in an amount not to exceed \$1,320,681.12 ("*Proposal*"); and

WHEREAS, Axon is the exclusive distributor of its body-worn cameras in the territory that includes the Village; and

WHEREAS, the Village and Axon now desire to enter into an agreement for the purchase by the Village of officer-worn body cameras, in accordance with the Proposal ("*Agreement*"); and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the officer-worn body cameras; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Agreement with Axon;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION 1. RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2. WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the purchase of the officer-worn body cameras are hereby waived in accordance with the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the Agreement with Axon in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT AND REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, the Agreement and all necessary documents related thereto to complete the purchase authorized pursuant to Section Three of this Ordinance.

SECTION 5. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Village Council, and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS \_\_\_\_ day of November, 2021

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

EXHIBIT A  
AGREEMENT



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-340047-44509.682GM**



**Quote Expiration: 12/20/2021**

**Issued: 11/09/2021**

**EST Contract Start Date: 01/01/2022**

**Account Number: 111021**

**Payment Terms: N30**

**Delivery Method: Fedex - Ground**

SHIP TO	BILL TO
Delivery; Invoice-200 E Sigwalt St 200 E Sigwalt St Arlington Heights, IL 60005-1975 USA	Arlington Heights Police Dept - IL 200 E Sigwalt St Arlington Heights, IL 60005-1975 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Geoff Matthews Phone: +1 5132399452 Email: gmatthews@axon.com Fax:	Phone: (847) 368-5300 Email: gczernecki@yahoo.com Fax:

Program Length	60 Months
TOTAL COST	\$1,320,681.12
ESTIMATED TOTAL W/ TAX	\$1,320,681.12

Bundle Savings	\$362,068.66
Additional Savings	\$265,832.40
TOTAL SAVINGS	\$627,901.06

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Dec, 2021	\$264,136.22
Year 2	Dec, 2022	\$264,136.22
Year 3	Dec, 2023	\$264,136.22
Year 4	Dec, 2024	\$264,136.22
Year 5	Dec, 2025	\$264,136.22

Quote Details

Bundle Summary

Item	Description	QTY
BasicLicense	Basic License Bundle	5
BWCUniTAP	BWC Unlimited with TAP	9
OSP7	2021 - OFFICER SAFETY PLAN 7	105
AB3C	AB3 Camera Bundle	114
AB3MBD	AB3 Multi Bay Dock Bundle	15
DynamicBundle	Dynamic Bundle	1
AB31BD	AB3 1-Bay Dock Bundle	7
BWCamsSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6
Fleet3B	Fleet 3 Basic	32
AB3C	AB3 Camera Bundle	6
BWCamTAP	Body Worn Camera TAP Bundle	6
ProLicense	Pro License Bundle	3

Bundle: Dynamic Bundle		Quantity: 1	Start: 1/1/2022	End: 12/31/2026	Total: 125890.8 USD
Category	Item	Description	QTY		
Other	85147	CEW STARTER	1		
Other	85055	AXON FULL SERVICE	1		
Other	73682	AUTO TAGGING LICENSE	114		
Other	73478	REDACTION ASSISTANT USER LICENSE	114		
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1		
Other	74074	WI-FI OFFLOAD SERVER, HARDWARE	2		

Bundle: BWC Unlimited with TAP		Quantity: 9	Start: 1/1/2022	End: 12/31/2026	Total: 40370.4 USD
Category	Item	Description	QTY		
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	9		
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	9		
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1		
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1		
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	9		
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1		
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9		

Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	9
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	36
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	1
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	1
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	1

Bundle: 2021 - OFFICER SAFETY PLAN 7      Quantity: 105      Start: 1/1/2022      End: 12/31/2026      Total: 841427.94 USD			
Category	Item	Description	Qty
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	105
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	1
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1050
Respond	73449	RESPOND DEVICE LICENSE	105
Standards	73638	STANDARDS ACCESS LICENSE	105
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	105
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	210
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	105
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	108
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	108
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	3
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	105
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	105
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	315
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	315
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	105
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2
Share Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	2
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210



Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	126
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	210
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	210
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	210
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	210
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	2
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	105
Other	80395	EXT WARRANTY, TASER 7 HANDLE	105
Other	80395	EXT WARRANTY, TASER 7 HANDLE	3
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	126
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2

Bundle: AB3 Camera Bundle		Quantity: 114	Start: 1/1/2022	End: 12/31/2026	Total: 66936.24 USD
Category	Item	Description	QTY		
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	114		
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3		
Camera Mount	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	126		
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	126		

**Bundle: AB3 Multi Bay Dock Bundle**      **Quantity: 15**      **Start: 1/1/2022**      **End: 12/31/2026**      **Total: 19390.14 USD**

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	15
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	15
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	15

<b>Bundle: Basic License Bundle      Quantity: 5      Start: 1/1/2022      End: 12/31/2026      Total: 3780 USD</b>			
Category	Item	Description	QTY
E.com License	73840	EVIDENCE.COM BASIC LICENSE	5
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5

<b>Bundle: AB3 1-Bay Dock Bundle      Quantity: 7      Start: 1/1/2022      End: 12/31/2026      Total: 1176 USD</b>			
Category	Item	Description	QTY
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	7
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	7

<b>Bundle: Body Worn Camera Single-Bay Dock TAP Bundle      Quantity: 6      Start: 1/1/2022      End: 12/31/2026      Total: 2721.6 USD</b>			
Category	Item	Description	QTY
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	6

<b>Bundle: Fleet 3 Basic      Quantity: 32      Start: 1/1/2022      End: 12/31/2026      Total: 208051.2 USD</b>			
Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	64
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	32
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	32
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	32
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	32
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	32
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	32
Axon Signal Unit	70112	AXON SIGNAL UNIT	32
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	32
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	1
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	32
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1



Bundle: AB3 Camera Bundle		Quantity: 6	Start: 1/1/2022	End: 12/31/2026	Total: 0 USD	
Category	Item	Description	QTY			
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK				6
Camera Mount	11508	MOLLE MOUNT, DOUBLE; AXON RAPIDLOCK				7
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2				7

Bundle: Body Worn Camera TAP Bundle		Quantity: 6	Start: 1/1/2022	End: 12/31/2026	Total: 0 USD	
Category	Item	Description	QTY			
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)				6
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE				6
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO				6

Bundle: Pro License Bundle		Quantity: 3	Start: 1/1/2022	End: 12/31/2026	Total: 5896.8 USD	
Category	Item	Description	QTY			
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)				3
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE				9

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

# Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

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](http://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. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

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 Signed

11/9/2021

## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Arlington Heights Police Dept - IL, the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

## **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

## **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

## **[Evidence.com](#)**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

## **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

## **VEHICLE INSTALLATION**

## **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.