

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO AXON ENTERPRISE INC.'S AGREEMENT
FOR INTERVIEW ROOM CAMERAS AND RELATED EQUIPMENT, INSTALLATION, AND
SOFTWARE SERVICES
Pursuant to Sourcwell Contract #010720-AXN**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Axon Enterprise Inc., ("Axon"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Axon's Quote #Q-489192-45187.673TM, issued on September 18, 2023 (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified interview room cameras and related equipment, installation, and software services (collectively the "Services"); and

WHEREAS, County desires that Axon provide Services as will be more specifically described in this Agreement; and

WHEREAS, Axon represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize Sourcwell Contract #010720-AXN, incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

AGREEMENT

1. **Term.** The term of the Agreement is effective February 1, 2024, and shall expire no later than January 31, 2029, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Axon will render Services to County as described in Exhibit A; and in accordance with requirements and specifications of Sourcewell Contract #010720-AXN. All performance of the Scope of Services by Axon, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
3. **Payment; Non-appropriation; Taxes.** Axon shall submit to County one (1) original invoice for approval and processing to 301 Jackson Street, Suite 701, Richmond, Texas 77469 and one (1) electronic copy to County. The invoices will show the amounts due for Services performed and will be in a form acceptable to County. Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by

Axon, County shall notify Axon no later than twenty-one (21) days after the date County receives the invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Axon or Axon's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor's Office
Attn: County Auditor
301 Jackson Street, Suite 701
Richmond, Texas 77469

4. **Limit of Appropriation.** Axon clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Five Thousand, Nine Hundred Seventy-One dollars and 20/100 (\$65,971.20), specifically allocated to fully discharge any and all liabilities County may incur. Axon does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Axon may become entitled to and the total maximum sum that County may become liable to pay to Axon shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Five Thousand, Nine Hundred Seventy-One dollars and 20/100 (\$65,971.20). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Axon expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Axon shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Axon expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Axon for any reason are hereby deleted. Axon shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Axon, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Axon or any of Axon's agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Axon in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Axon hereby verifies that Axon and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AXON ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Axon may use County's name without County's prior written consent only in any of Axon's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Axon warrants to County that Axon has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Axon will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Axon warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in this Addendum and the attached Exhibit A, and in accordance with the requirements and specifications of Sourcewell Contract #010720-AXN.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of Sourcewell Contract #010720-AXN, then the terms and conditions of Sourcewell Contract #010720-AXN controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code, and the County will be able to retrieve its data in a standard industry format. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Personnel.** Axon represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Axon shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Axon shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Axon or agent of Axon who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Axon shall comply with, and ensure that all Axon Personnel comply with, all rules, regulations and policies of County that are communicated to Axon in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Axon shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement and/or Services provided pursuant to this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, public information statutes and laws, and licensing laws and regulations. When required by County, Axon shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees. Axon in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. Termination.

- 20.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

- 20.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a). If Axon fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Axon materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 20.3. If, after termination, it is determined for any reason whatsoever that Axon was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20.1 above.
- 20.4. Upon termination of this Agreement, County shall compensate Axon in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Axon's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 20.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Axon.
- 20.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
21. **Independent Contractor.** In the performance of work or services hereunder, Axon shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Axon or, where permitted, of its subcontractors. Axon and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
22. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. Insurance.

A. Prior to commencement of the Services, Axon shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Axon shall provide certified copies of insurance endorsements and/or policies if requested by County. Axon shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Axon shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Axon shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, Axon warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Axon shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Axon.
24. **Remote Access.** As applicable, if Axon requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Axon is granted remote access to County Systems:
- (A). Axon will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Axon will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Axon will not access County Systems via unauthorized methods.
 - (C). Axon's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Axon to provide Services to County pursuant to this Agreement.
 - (E). Axon will allow only its Workforce approved in advance by County to access County Systems. Axon will promptly notify County whenever an individual member of Axon's Workforce who has access to County Systems leaves its employ or no longer

requires access to County Systems. Axon will keep a log of access when its Workforce remotely accesses County Systems. Axon will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of Axon's Workforce is provided with remote access to County Systems, then Axon's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Axon to comply with this Section may result in Axon and/or Axon's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Axon, is under the direct control of Axon, whether or not they are paid by Axon and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

25. Notices.

- 25.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 25.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street

Richmond, Texas 77469

Contractor: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255

25.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 25.1 and 25.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

25.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

25.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and Exhibit hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



County Judge KP George
KP George, County Judge

10/24/2023

Date



ATTEST:



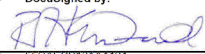
Laura Richard, County Clerk

REVIEWED:



Information Technology Department

AXON ENTERPRISE INC.

DocuSigned by:


Authorized Agent – Signature

Robert E. Driscoll, Jr.

Authorized Agent- Printed Name

VP, Assoc. General Counsel

Title

10/13/2023 | 3:00 PM MST

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 65,971.20 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Axon's Quote #Q-489192-45187.673TM, issued on September 18, 2023.

Exhibit A



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-489192-45187.673TM

Issued: 09/18/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 493824

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-1521 Eugene Heimann Cir 1521 Eugene Heimann Cir Richmond, TX 77469-3624 USA	Fort Bend County Fire Marshal's Office - TX 1521 Eugene Heimann Cir Richmond TX 77469-3624 USA Email:	Tyler McArthur Phone: Email: tmcArthur@axon.com Fax:	David Zietz Phone: 281) 238-1500 Email: david.zietz@fortbendcountytexas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$65,971.19
ESTIMATED TOTAL W/ TAX	\$65,971.19

Discount Summary

Average Savings Per Year	\$1,489.23
TOTAL SAVINGS	\$7,446.17

Payment Summary

Date	Subtotal	Tax	Total
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Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$13,194.23	\$0.00	\$13,194.23
Jan 2025	\$13,194.24	\$0.00	\$13,194.24
Jan 2026	\$13,194.24	\$0.00	\$13,194.24
Jan 2027	\$13,194.24	\$0.00	\$13,194.24
Jan 2028	\$13,194.24	\$0.00	\$13,194.24
Total	\$65,971.19	\$0.00	\$65,971.19

Quote List Price:

\$73,417.36

Quote Subtotal:

\$65,971.19

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Interview Room 2 Camera Standard								
74056	INTERVIEW - TOUCH PANEL WALL MOUNT		2	\$64.00	\$57.51	\$115.02	\$0.00	\$115.02
50220	INTERVIEW - SWITCH - 8 PORT POE		1	\$790.52	\$710.34	\$710.34	\$0.00	\$710.34
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60m	1	\$976.20	\$877.19	\$877.19	\$0.00	\$877.19
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT		2	\$619.59	\$556.75	\$1,113.50	\$0.00	\$1,113.50
50298	INTERVIEW - CAMERA - OVERT DOME		2	\$964.00	\$866.23	\$1,732.46	\$0.00	\$1,732.46
50448	EXT WARRANTY, INTERVIEW ROOM	49m	2	\$1,204.42	\$1,082.26	\$2,164.52	\$0.00	\$2,164.52
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)		2	\$1,500.00	\$1,347.87	\$2,695.74	\$0.00	\$2,695.74
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	60m	2	\$1,627.20	\$1,462.17	\$2,924.34	\$0.00	\$2,924.34
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)		2	\$1,750.00	\$1,572.51	\$3,145.02	\$0.00	\$3,145.02
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	60m	2	\$1,900.80	\$1,708.02	\$3,416.04	\$0.00	\$3,416.04
50322	INTERVIEW - TOUCH PANEL PRO		2	\$2,987.48	\$2,684.48	\$5,368.96	\$0.00	\$5,368.96
50294	INTERVIEW - SERVER - LITE		2	\$3,384.00	\$3,040.79	\$6,081.58	\$0.00	\$6,081.58
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)		2	\$5,950.00	\$5,346.54	\$10,693.08	\$0.00	\$10,693.08
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	60m	4	\$6,444.60	\$5,790.97	\$23,163.88	\$0.00	\$23,163.88
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT		2	\$132.00	\$118.61	\$237.22	\$0.00	\$237.22
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)		2	\$233.35	\$209.68	\$419.36	\$0.00	\$419.36
50114	INTERVIEW - CAMERA - COVERT SENSOR		2	\$385.93	\$346.79	\$693.58	\$0.00	\$693.58
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)		2	\$233.35	\$209.68	\$419.36	\$0.00	\$419.36
Total						\$65,971.19	\$0.00	\$65,971.19

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	01/01/2024
Interview Room 2 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	01/01/2024
Interview Room 2 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	01/01/2024
Interview Room 2 Camera Standard	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	01/01/2024
Interview Room 2 Camera Standard	50220	INTERVIEW - SWITCH - 8 PORT POE	1	01/01/2024
Interview Room 2 Camera Standard	50294	INTERVIEW - SERVER - LITE	2	01/01/2024
Interview Room 2 Camera Standard	50298	INTERVIEW - CAMERA - OVERT DOME	2	01/01/2024
Interview Room 2 Camera Standard	50322	INTERVIEW - TOUCH PANEL PRO	2	01/01/2024
Interview Room 2 Camera Standard	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	01/01/2024
Interview Room 2 Camera Standard	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	01/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	2	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$539.15	\$0.00	\$539.15
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$584.87	\$0.00	\$584.87
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$629.00	\$0.00	\$629.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$683.21	\$0.00	\$683.21
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,632.77	\$0.00	\$4,632.77
Year 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$138.72	\$0.00	\$138.72
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$222.70	\$0.00	\$222.70
Year 1	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$142.07	\$0.00	\$142.07
Year 1	50294	INTERVIEW - SERVER - LITE	2	\$1,216.32	\$0.00	\$1,216.32
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$346.49	\$0.00	\$346.49
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	2	\$1,073.79	\$0.00	\$1,073.79
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$432.90	\$0.00	\$432.90
Year 1	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	\$175.44	\$0.00	\$175.44
Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$23.00	\$0.00	\$23.00
Year 1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$47.44	\$0.00	\$47.44
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,138.62	\$0.00	\$2,138.62
Total				\$13,194.23	\$0.00	\$13,194.23

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$539.15	\$0.00	\$539.15
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$584.87	\$0.00	\$584.87
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$629.00	\$0.00	\$629.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$683.21	\$0.00	\$683.21
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,632.78	\$0.00	\$4,632.78
Year 2	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$138.72	\$0.00	\$138.72
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$222.70	\$0.00	\$222.70
Year 2	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$142.07	\$0.00	\$142.07
Year 2	50294	INTERVIEW - SERVER - LITE	2	\$1,216.32	\$0.00	\$1,216.32
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$346.49	\$0.00	\$346.49
Year 2	50322	INTERVIEW - TOUCH PANEL PRO	2	\$1,073.79	\$0.00	\$1,073.79
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$432.90	\$0.00	\$432.90
Year 2	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	\$175.44	\$0.00	\$175.44
Year 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$23.00	\$0.00	\$23.00
Year 2	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$47.44	\$0.00	\$47.44
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,138.62	\$0.00	\$2,138.62

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$13,194.24	\$0.00	\$13,194.24

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$539.15	\$0.00	\$539.15
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$584.87	\$0.00	\$584.87
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$629.00	\$0.00	\$629.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$683.21	\$0.00	\$683.21
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,632.78	\$0.00	\$4,632.78
Year 3	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$138.72	\$0.00	\$138.72
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$222.70	\$0.00	\$222.70
Year 3	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$142.07	\$0.00	\$142.07
Year 3	50294	INTERVIEW - SERVER - LITE	2	\$1,216.32	\$0.00	\$1,216.32
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$346.49	\$0.00	\$346.49
Year 3	50322	INTERVIEW - TOUCH PANEL PRO	2	\$1,073.79	\$0.00	\$1,073.79
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$432.90	\$0.00	\$432.90
Year 3	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	\$175.44	\$0.00	\$175.44
Year 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$23.00	\$0.00	\$23.00
Year 3	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$47.44	\$0.00	\$47.44
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,138.62	\$0.00	\$2,138.62
Total				\$13,194.24	\$0.00	\$13,194.24

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$539.15	\$0.00	\$539.15
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$584.87	\$0.00	\$584.87
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$629.00	\$0.00	\$629.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$683.21	\$0.00	\$683.21
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,632.78	\$0.00	\$4,632.78
Year 4	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$138.72	\$0.00	\$138.72
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$222.70	\$0.00	\$222.70
Year 4	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$142.07	\$0.00	\$142.07
Year 4	50294	INTERVIEW - SERVER - LITE	2	\$1,216.32	\$0.00	\$1,216.32
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$346.49	\$0.00	\$346.49
Year 4	50322	INTERVIEW - TOUCH PANEL PRO	2	\$1,073.79	\$0.00	\$1,073.79
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$432.90	\$0.00	\$432.90
Year 4	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	\$175.44	\$0.00	\$175.44
Year 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$23.00	\$0.00	\$23.00
Year 4	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$47.44	\$0.00	\$47.44

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,138.62	\$0.00	\$2,138.62
Total				\$13,194.24	\$0.00	\$13,194.24

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$539.15	\$0.00	\$539.15
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$584.87	\$0.00	\$584.87
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$629.00	\$0.00	\$629.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$683.21	\$0.00	\$683.21
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,632.78	\$0.00	\$4,632.78
Year 5	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$138.72	\$0.00	\$138.72
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$83.87	\$0.00	\$83.87
Year 5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$222.70	\$0.00	\$222.70
Year 5	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$142.07	\$0.00	\$142.07
Year 5	50294	INTERVIEW - SERVER - LITE	2	\$1,216.32	\$0.00	\$1,216.32
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$346.49	\$0.00	\$346.49
Year 5	50322	INTERVIEW - TOUCH PANEL PRO	2	\$1,073.79	\$0.00	\$1,073.79
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$432.90	\$0.00	\$432.90
Year 5	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	\$175.44	\$0.00	\$175.44
Year 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$23.00	\$0.00	\$23.00
Year 5	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$47.44	\$0.00	\$47.44
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,138.62	\$0.00	\$2,138.62
Total				\$13,194.24	\$0.00	\$13,194.24

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.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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), 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), 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

9/18/2023

