

VILLAGE OF DOWNERS GROVE
Report for the Village
10/5/2021

SUBJECT:	SUBMITTED BY:
Purchase of Body, Car, and Evidence Room Cameras and Digital Evidence Management System	Shanon Gillette Chief of Police

SYNOPSIS

A motion is requested to approve an agreement with Axon Enterprise, Inc. for the purchase and servicing of seventy-seven (77) body worn cameras, twenty-one (21) squad car cameras, and a cloud based digital video system for police department interview rooms and evidence management. The total cost of this five-year agreement is \$698,841.20.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY21 Asset Forfeiture Fund includes sufficient funding for this purchase.

RECOMMENDATION

Approval on the October 12, 2021 active agenda.

BACKGROUND

On July 1, 2021, the Law Enforcement Officer-Worn Body Camera Act was amended to require all Illinois law enforcement agencies to implement body-worn cameras. Staff is requesting approval to enter into a five (5)-year agreement with Axon Enterprise, Inc. to provide an integrated system for body-worn cameras, squad car cameras, interview room cameras, data storage and digital evidence management.

Currently, the police department operates 21 Panasonic Arbitrator squad car cameras, and a server to manage the data collected from squad car cameras. The department also has three video-monitored interview rooms for criminal investigations and a cloud based digital evidence repository to house police department videos and digital evidence. These systems are nearing end-of-life status.

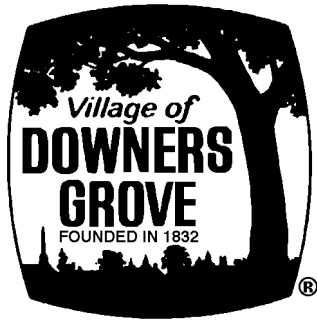
The Village conducted a competitive selection process for an integrated system. Staff currently utilizes Axon Enterprise, Inc. for interview room cameras and digital evidence management and recommends integrating body-worn cameras and squad cameras into the existing video management system. The proposed agreement includes product installation, maintenance and warranty services, including equipment repair, replacement, and upgrades.

The five-year total for the agreement is \$698,841 or \$139,768 annually. The portion of this expense specifically related to body worn cameras is \$397,767 or \$79,553 annually. Currently, the annual cost to operate our squad car cameras, interview rooms, and digital evidence storage is about \$29,821 (excluding the initial cost of the existing equipment, i.e. squad cameras and physical servers). The proposed agreement provides complete replacement of body cameras in years 2 and 5, and complete replacement of the squad cameras in year 5.

ATTACHMENTS

Agreement

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Axon Enterprise, Inc.

Project Name: Body, Car, and Evidence Room Cameras and Digital
Evidence Management
Proposal No.: RFP-8032021-0-2021/JD
Proposal Due: 11:00am, August 25, 2021

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: August 4, 2021
Date Issued: August 4, 2021
This document consists of 24 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JOSHUA K. DAUSENER
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5490
FAX: 630/434-5690
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS CALL FOR BIDS.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: _____, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**5. VILLAGE ORDINANCES**

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

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- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 9.1.1 Notes the illegality of sexual harassment;
 - 9.1.2 Sets forth the State law definition of sexual harassment;
 - 9.1.3 Describes sexual harassment utilizing examples;
 - 9.1.4 Describes the Proposer's internal complaint process including penalties;
 - 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

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the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

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bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

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29. COPYRIGHT or PATENT INFRINGEMENT

- 29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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III. DETAIL SPECIFICATIONS

The Village of Downers Grove is seeking proposals for a qualified vendor to provide hardware, software and other equipment necessary for a comprehensive and integrated system that includes body worn cameras (BWC), squad car cameras, interview room cameras, and digital evidence management.

Equipment and services provided by the vendor shall include:

- Cloud-based, web-accessible, CJIS-compliant, digital evidence management platform that will provide storage and access to all digital evidence produced by the integrated system, to include not only BWC, squad car and interview room video and audio recordings, but also any other digital evidence files uploaded to the system, with a tamper-proof audit trail to maintain chain of custody
- Seventy-five (75) body worn cameras, to include all necessary hardware and software to operate, store and charge the devices and any applicable software and hardware to facilitate the offloading of digital evidence to the integrated digital evidence management platform. BWC devices shall have the following:
 - Integrate seamlessly with the in-car video systems
 - Low-light capability
 - HD video
 - At least 143 degrees of camera view
 - Up to 70 hours of recording capacity
 - At least 30 frames per second video quality
 - Remote view live streaming capability
 - Wireless LTE or similar connectivity, which also provides device location data
 - Full shift (12 hours) battery life and be capable of a field recharge
 - Extreme weather capability – IEC 60529 IP67 dust and water, MIL-STD-810G salt and fog, 95% non-condensing humidity and an operating temperature between -4 and 122 degrees Fahrenheit
 - Rugged construction with drop tests from minimum of 6 feet
 - Pre-event buffer, to include at least 30 seconds of pre-event recording
 - Multi-microphone audio
 - On-device encryption

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- Supported docking system
- Versatile mounts to accommodate multiple uniform mounting configurations
- Fast data offload
- Configurable device triggers
- Twenty-one (21) squad car camera systems, to include all necessary hardware and software, installed in two phases:
 - Four (4) complete in-car systems installed within one (1) month of award of the contract
 - Seventeen (17) additional complete in-car systems installed within six (6) months of award of the contract
 - In-car video systems shall include the following:
 - ❖ Dual view, panoramic outward facing cameras that can record and automatically search the license plates on vehicles traveling in three (3) lanes of traffic in front of the squad car; with said plate searching capability to include LEADS/NCIC and agency hotlists
 - ❖ Interior camera with infrared illumination for night viewing
 - ❖ Remote view live streaming capability
 - ❖ Integrated application for in-car mobile data terminals
 - ❖ Secure digital data storage
 - ❖ Wireless communication capability
 - ❖ Garage and tunnel friendly location system
 - ❖ Wireless activation
 - ❖ Configurable device triggers
 - ❖ Wireless microphones and/or ability to integrate seamlessly with the officer worn BWC devices
 - ❖ BWC paring and upload
 - ❖ Install and set-up of all equipment and software, with instructions provided
 - ❖ 24 hours of video retention for critical video recall and review
 - ❖ Multi-camera playback for up to four (4) BWC and in-car video devices
 - ❖ Pre-event buffer, to include at least 30 seconds of pre-event recording
- Cloud based digital video and audio recording system for three (3) interview rooms, to include:

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- Camera and microphone equipment for each room
 - Switching equipment
 - Touch panel digital displays outside each room (for control of each room's video and audio recording)
 - Install and set-up of all equipment and software, with instruction provided
 - Minimum tamper-proof technology of SHA-2 hashing algorithm and chain of custody, including standard reports
 - Video encoding at H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant
 - Camera security at HTTPS encrypted communication to the camera, IEEE 802.1x network access control
 - Supporting protocols of IPv4/v6, FTP, CIFS/SMB, SMTP, Bonjour, UPnP
 - POE support with Power over Ethernet IEEE 802.3af/802.3 at type 1
 - Supports both covert or overt camera set-ups that are vandal resistant
- Equipment and software licenses, maintenance, and warranties in multi-year format for all devices
 - Equipment replacement schedule
 - Redundant on-site server backup having minimum RAID 1 redundancy for OS and application
 - Web-based access platform
 - Unlimited digital cloud server space for BWC, squad car and interview room digital video and audio recordings; to include drone video recordings, all in conformance with Illinois State law regarding records retention
 - Capability to upload other digital media to the cloud server, above and beyond BWC, squad car and interview room video and audio recording, to include but not limited to videos, pictures, and documents, including but not limited to the following file formats: .ave, .fli, .mov, .movie, .mpe, .mpeg, .mpg, .qt, .m4v, .webm, .ogv, .mp4, .wmv, .jpeg, .jpg, .gif, .png, .bmp, .heic, .tif, .tiff, .cr2, .crw, .arw, .sr2, .srf, .nef, .nrw, .orf
 - Other digital media storage to include at least 1TB of space
 - Ability to seamlessly share any digital evidence on the cloud server with the State's Attorney's Office through a digital cloud link that requires no manual downloading or uploading of digital evidence already in the cloud based storage solution
 - Must integrate seamlessly with the TechShare platform

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- Ability to create custom sorting for all digital evidence
- Ability to annotate video
- Ability to access and watch BWC, squad car and interview room video and audio over the Internet/via the cloud/network
- Ability to create redaction records on any digital video or images captured
- Integrated smart phone application for officers to capture digital evidence in the field
- Public interface for requesting and capturing digital evidence from citizens
- System software that can be installed on computer hardware of the police department's choice

All the equipment, including the BWC, and systems must be operational for the Village's use no later than January 1, 2022, unless otherwise specified herein.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

Axon has included our response to the RFP on the following pages.

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



Joshua Dausener
The Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

DEAR MR. DAUSENER:

Critical incidents or confessions can happen anywhere, and when they occur, The Village of Downers Grove's (the Village) officers must be ready to react without having to worry about their equipment. By equipping your officers, vehicles, and interrogation rooms with hardware and software designed to capture evidence from various angles and locations, the Village can limit the risk of missing critical evidence in the field or at the station.

That is why Axon Enterprise, Inc. (Axon) believes the Village should implement our comprehensive ecosystem that includes in-car and body-worn cameras, an interview room solution, and an integrated web-based digital evidence management system (DEMS). Not only will the Village have access to a network designed to bolster workflows and manage your captured evidence, but you can also eliminate the need for excessive hardware and limit costs. We are confident our integrated and intuitive solutions can help keep the Village's officers covered wherever they are.

Axon currently partners with more than 13,900 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With a dedicated research and development department and budget, we are focused on supporting our current technology and improving it for the future.

With the implementation of our suite of services, the Village can have:

- ▶ Access to reliable hardware and software, including cameras, microphones, docks, routers, touch panels, and complimentary MDT/mobile applications
- ▶ A comprehensive DEMS that makes sharing, managing, and redacting evidence simple
- ▶ Technical support focused on customer success pre- and post-deployment

If you have any questions regarding our proposal, pricing, or products, please contact Proposal Manager Veronica Lorenzen by phone at 480.515.6311, or by email at vlorenzen@axon.com. We look forward to working with the Village to implement a comprehensive and seamless solution.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Driscoll", written over a light blue circular stamp.

Robert Driscoll
VP, Associate General Counsel and Assistant Corporate Secretary

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Our acceptance of this engagement is subject to completion of a formal agreement between both parties documenting the purchased products and services. Upon acceptance, the actual terms of our engagement will be documented in a separate writing to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, for any purpose other than evaluation or as otherwise stated in the solicitation documents without Axon's written approval. All information and stats in this proposal are current as of May 31, 2021, unless otherwise noted.

EXECUTIVE SUMMARY

The Village of Downers Grove (the Village) knows the importance of providing your officers with the equipment and technology needed to help keep them safe and informed. Whether in the field or at the station, without access to the appropriate hardware and software, the Village's risk of missing key events in the moment is heightened.

That is why the Village should take full advantage of our ecosystem by implementing our body-worn and in-car cameras, interview room solution, and DEMS. By doing so, you can connect your people with the devices and applications designed to capture reliable evidence wherever it occurs, improve workflows, and save time, so your officers can spend theirs where it matters the most—in the interrogation rooms where vital information is shared and in the community you serve.

By choosing Axon, the Village can have access to a comprehensive solution that offers:

- ▶ Body-worn and in-car cameras that work either as standalone devices or in conjunction with one another
- ▶ Seamless integration between multiple pieces of hardware and software
- ▶ Interview room software that allows users to enter metadata and notes with high accuracy via touch-screen software and capture redundant recordings on multiple servers.
- ▶ An easy-to-use DEMS to manage, edit, review, and share collected data

PROPOSED SOLUTIONS FOR THE VILLAGE

To help bring the Village to the forefront of technology as it relates to law enforcement, Axon is proposing a solution comprised of the following components.

- ▶ Axon Body 3 cameras including Mounts
- ▶ Axon Docks
- ▶ Axon Mobile Applications
- ▶ Axon Fleet 2 in-car system with wireless microphones
 - ▶ Included for the initial four car installation
 - ▶ Compatible Axon View XL MDT Application
- ▶ Axon Fleet 3 in-car system
 - ▶ Included for the remaining vehicles, and replacing the initial four car installation

From the Field

“When we came across Axon, and we did our research, we very quickly learned that Axon was leaps and bounds above everybody else.

JIM MONROE, SERGEANT /
CITY OF CLOVIS PD

**JOIN
FORCES**

- ▶ Compatible Axon Dashboard MDT Application
- ▶ Includes ALPR and Respond Plus technologies
- ▶ Axon Interview
- ▶ Axon Evidence DEMS
- ▶ Training and Implementation

CHOOSING AXON

AXON BODY 3 - SEE TRUTH IN THE MOMENT

Axon Body 3 isn't just a camera, it's a rugged communications beacon front and center on every call. Featuring enhanced low-light performance, reduced motion blur, and an LTE connection that enables real-time features like live streaming, Axon Body 3 provides officers with more support in the moment. Advanced audio algorithms designed to capture and prioritize certain sounds in any environment, combined with advanced imaging capabilities, result in better audio and video evidence wherever you are.



Axon Body 3

AXON RESPOND FOR DEVICES REAL-TIME TECHNOLOGY

Picture this—an officer is in a foot chase away from their vehicle, losing certainty of their exact whereabouts during a life-or-death situation. With our new Axon Respond for Devices situational awareness technology, an officer need not worry about where a pursuit may take them because they can now stay connected wherever they are with alerts sent to Axon Evidence. These alerts can then allow supervisors to locate and provide officers support in the moment. Axon Respond for Devices focuses on providing real-time awareness and is truly a game-changing new platform that will continue to include advanced capabilities as your needs evolve.

SIMPLE, STREAMLINED OPERATION

Take back time with simpler device operation and program management. With time-saving features like rapid recharge and offload, you can leverage your camera as an AI-powered personal assistant that integrates with our other solutions and limits your administrative burden.

AXON FLEET 2 - IN-CAR DONE DIFFERENT

Axon Fleet 2 leaves clunky, inefficient in-car video systems in the past. With easy installation, cloud-connected software, sleek hardware, and subscription pricing, the Village can save your officers time, and your agency valuable resources. With Axon Fleet 2, your vehicles can stay on the road where they belong, and users can offload footage anytime, anywhere.



Axon Fleet 2

Redesigned front and rear cameras, two-officer support, video recall, and integration with our MDT application, Axon View XL, give your officers access to a system developed to capture evidence from multiple vantage points, while working seamlessly to manage and store critical data and improve workflows.

AXON FLEET 3 - MULTIPLE ANGLES WITH BUILT-IN ALPR TECHNOLOGY

With Axon Fleet 3, Axon delivers an in-car solution that provides officers comprehensive awareness directly from the patrol vehicle. Axon Fleet 3 includes camera hardware with built-in ALPR capabilities which allows license plate captures from all directions, up to three lanes away at a closing speed of 70 MPH. Additionally, the Interior camera can provide both full-color and monochrome infrared video—which automatically adjusts as day turns to night—to help your units capture a full view of the prisoner's cabin no matter the lighting conditions.

All cameras are viewable from the Axon Dashboard MDC application, which allows officers to manage their cameras and captured videos, review and tag evidence, and offload footage via an LTE connection. The Axon Dashboard application also offers these advanced workflows for your paired Axon Body 3 cameras. Axon Fleet 3 was designed to be deployed quickly without excessive hardware requirements. Our proposal includes installation services for every vehicle with Axon's PSO team.

INTEGRATING YOUR CAMERAS AND SYSTEMS

Axon's body-worn and in-car cameras are designed to work with one another, whether in the field or at the station. With Axon Signal technology, all of your cameras have the capability to sense specific triggers meant to activate a camera and initiate a recording. The following Signal technology offers various activation methods, that include:

- ▶ **THE AXON SIGNAL UNIT (ASU)** – ASU is installed in a vehicle and activates Axon cameras in response to vehicle triggers like light bar/siren, door, vehicle speed, acceleration, crash, and weapon rack activation.
- ▶ **SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)** – SPPM is a TASER energy weapon battery accessory that activates Axon cameras when your TASER Smart Weapon is armed, the trigger is pulled, or the arc is engaged.
- ▶ **AXON SIGNAL SIDEARM** – Signal Sidearm is an easy-to-install smart sensor that attaches to the outside of the majority of sidearm holsters. Axon cameras within range can detect the removal of a sidearm from its holster and trigger nearby Axon cameras to begin recording.

AXON INTERVIEW - NEVER MISS A MOMENT

Axon Interview features a 24/7 buffer that can store weeks of continuous video and audio to local storage. Plus, you can bookmark, annotate, and comment on footage in real-time. That means complete, clear recording that preserves truth.



Axon Interview Room

A SIMPLER SOLUTION

Axon Interview is a cloud-based system that streamlines your interview process. With easy-to-use functionality and a simplified user interface, you can take control of the recording process with a single tap, thus decreasing extra equipment and overhead associated with outdated systems.

RECORD SECURELY

Never sacrifice confidence in your recordings—maintain a complete chain of custody with audio and video masking to protect attorney-client privileges and ensure defensible evidence. Recordings are integrated with Axon's network and its industry-leading security program.

A SMARTER, HARDER-WORKING DEMS

Axon Evidence is at the core of Axon's network, and with its easy-to-use interface, managing and storing your data can happen all in one place. With robust cases functionality, redaction capabilities, intuitive sharing workflows, and a complimentary prosecutor platform, our cloud-based DEMS is packed with features that will only improve over time.



A SECURE AXON NETWORK

For your officers to do their job with confidence, we need to ensure that the devices, software, and services we supply are reliable and secure. When we build new hardware or software, the focus isn't just on functionality—we also make it a top priority your information is tightly guarded, thus giving you confidence in the integrity and security of the evidence you capture and store.



The following features and measures are taken to secure our products and services:

- ▶ Vulnerability identification and remediation
- ▶ Security monitoring and response
- ▶ Advanced protections
- ▶ Reporting potential security issues and vulnerabilities

DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing the Village with post-sales and post-deployment support.

Whether that be troubleshooting assistance, technical support, or help with exchanging and returning equipment, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer the Village the support you should expect from a service provider. This support includes:

- ▶ Notifying customers of important operating system/firmware and hardware updates, identifying bugs, and addressing general issues
- ▶ Fulfilling hardware refreshes and deployment of new equipment
- ▶ Conducting quarterly business reviews with customers
- ▶ Identifying important customer feature requests

Our goal is to provide the Village with the necessary assistance to help make the most of the solutions you count on every day.

OUR EXPERIENCE ACROSS THE GLOBE

Axon is dedicated to providing hardware and software solutions to law enforcement agencies throughout the nation and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include:

- ▶ Los Angeles, CA Police Department
- ▶ Cincinnati, OH Police Department
- ▶ Charlotte-Mecklenburg, NC Police Department
- ▶ Fort Worth, TX Police Department
- ▶ Dallas, TX Police Department
- ▶ San Diego, CA Police Department
- ▶ Baltimore City, MD Police Department
- ▶ Baltimore County, MD Police Department
- ▶ Memphis, TN Police Department
- ▶ Washington, DC Metropolitan Police Department
- ▶ Denver, CO Police Department
- ▶ Atlanta, GA Police Department
- ▶ London Metropolitan Police Service, London UK
- ▶ Victoria Police Service, Australia
- ▶ Toronto Police Service, Canada

JOINING FORCES THROUGH AXON'S ECOSYSTEM

We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of the Axon Ecosystem made up of connected devices and apps, the Village can better position itself to protect fellow officers and the communities you serve.

Our mission to protect life and truth in the field, at the station, and in the courtroom is unwavering, and we are prepared to join forces with you, to keep your officers and community safe.

DETAIL SPECIFICATIONS RESPONSE

III. DETAIL SPECIFICATIONS

The Village of Downers Grove is seeking proposals for a qualified vendor to provide hardware, software and other equipment necessary for a comprehensive and integrated system that includes body worn cameras (BWC), squad car cameras, interview room cameras, and digital evidence management.

For the convenience of the Village, Axon has provided a response to the Detail Specifications in the following format. We are including it within the original RFP documents where indicated by RFP instructions.

Equipment and services provided by the vendor shall include:

- **Cloud-based, web-accessible, CJIS-compliant, digital evidence management platform that will provide storage and access to all digital evidence produced by the integrated system, to include not only BWC, squad car and interview room video and audio recordings, but also any other digital evidence files uploaded to the system, with a tamper-proof audit trail to maintain chain of custody**

All video evidence from the proposed body-worn camera, in-car camera, and interview room systems is stored and accessed in Axon Evidence, a cloud-based solution that complies with CJIS at both the application and data storage layers. Axon Evidence enables the Village to maintain a secure evidence storage with full audit trails in the Axon Evidence application. Agencies can also migrate locally stored digital evidence into Axon Evidence.

Detailed audit logs track all evidence access and activity. Each audit trail entry shows the date, time, user, and details of each action. Audit Trails are available in PDF format, except the User Audit Trail and Device Audit Trail, which are available in both PDF and comma-separated values (CSV) format. The following audit trails are available in Axon Evidence.

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

USER AUDIT TRAIL – A User Audit Trail shows many of the activities performed by the user, changes to the user account, and evidence-related user actions. In addition to evidence-related user actions, the User Audit Trail will show failed login attempts, when a user is locked out of their account due to multiple failed login attempts or when a user’s password has been reset or their account has been unlocked.

CASE AUDIT LOG – The audit trail entry for Cases shared with a partner agency group use the same audit trail format as Evidence that is shared with a partner agency

group. When a Case is shared with a partner agency group, the Activity column of the audit trail will show the group name and agency (instead of listing each member of the group).

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

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

DEVICE AUDIT TRAIL – The Device Audit Trail shows events, actions, and changes for the selected camera. The audit information can be filtered to a particular date range or show the entire life of the camera. The Device Audit Trail can be used to audit actions performed on video while the file is still on the device (prior to upload). The audit information is available in both PDF and comma-separated values (CSV) format, with each event, action, or change shown on a different line in the audit trail.

AXON RESPOND FOR DEVICES AUDIT TRAIL – The Axon Respond for Devices audit trail consolidates all Axon Respond for Devices information, such as which users accessed the Axon Respond for Devices map or a livestream, into a single audit trail.

▪ **Seventy-five (75) body worn cameras, to include all necessary hardware and software to operate, store and charge the devices and any applicable software and hardware to facilitate the offloading of digital evidence to the integrated digital evidence management platform. BWC devices shall have the following:**

◦ **Integrate seamlessly with the in-car video systems**

We are proposing our Axon Body 3 camera. This camera is designed for use in tough environmental conditions encountered in law enforcement, corrections, military, and security activities. The Axon Body 3 is designed to record events for secure storage, retrieval, and analysis to the Axon Evidence service. The recorded events are transferred to your storage solution using the Axon Body 3 Dock. We are also including our Axon Dock, which facilitates upload from the Axon Body 3 to Axon Evidence DEMS. Additionally, the Axon View application enables playback of footage on a smart device for review prior to storing the data

The Axon Body 3 was designed to seamlessly integrate with the entire Axon Network of devices and software, including with our in-car video systems. This includes both the Axon Fleet 2 and Axon Fleet 3 systems, which we are proposing as part of our solution.

o Low-light capability

The Axon Body 3 utilizes advanced low-light technology and has a lux rating of < 0.1 lux to mimic the human eye in low light environments. This is important because a lux rating indicates low-light perception capability, which is the level of light required to see an object. Emulating this level of low-light perception when a video is captured allows agencies to leverage evidence that closely represents what an officer saw in the moment.



o HD video

Axon Body 3 cameras have four configurable resolutions spanning 480p - 1080p.

- ▶ 480p: (848 x 480)
- ▶ 720p L: (1280 x 720 - recommended)
- ▶ 720p H: (1280 x 720)
- ▶ 1080p (HD): (1920 x 1080)

o At least 143 degrees of camera view

The Axon Body 3 has a 146.4° diagonal field of view, a 125.2° horizontal field of view, and a 68.6° vertical field of view.

o Up to 70 hours of recording capacity

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080p. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files and the camera's operating system.

Recording capacity and associated settings are defined below.

RESOLUTION	FRAMES PER SECOND	QUALITY	RECORDING CAPACITY ON INTERNAL MEMORY*	FILE SIZE FOR ONE (1) HOUR OF RECORDING
480p	30	Fastest Upload Speed	~46 Hours	0.9 GB
720p L	30	Balance of Upload Speed & Video Quality	~38 Hours	1.2 GB
720p H	30	Better Quality - Recommended	~25 Hours	2.0 GB
1080p	30	Best Quality	~11 Hours	4.5 GB

*Stats based on ~54 GB of available storage to account for the camera's operating system

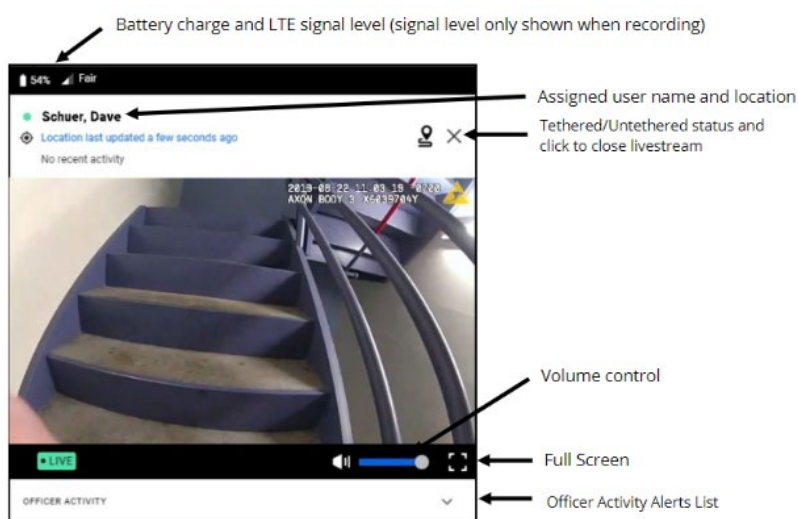
o **At least 30 frames per second video quality**

The Axon Body 3 records up to 30 frames per second (FPS).

o **Remote view live streaming capability**

The Axon Body 3 offers advanced livestreaming capabilities. To start a livestream, an authorized viewer can either click on the marker on the map in Axon Evidence or open the Recording list and click Live Stream. When watching a livestream, the Live Stream button will turn grey.

Additionally, livestream views are opened on the map and above the camera marker; up to 25 livestream views can be opened at a time. The volume can be changed or muted and the livestream can be expanded to a full screen display, if desired.



- **Wireless LTE or similar connectivity, which also provides device location data**

The Axon Body 3 camera has an embedded Global Positioning System (GPS) chip that sources location data from the device, similar to a cell phone, and uses two technologies to determine camera location: Global Navigation Satellite System (GNSS) and Wi-Fi Positioning System (WPS).

GLOBAL NAVIGATION SATELLITE SYSTEM

GNSS refers to a constellation of satellites orbiting over the earth's surface and continuously transmitting signals that enable devices to triangulate location based on signal strength and time. The United States' GPS is the most popular, and as a result, GNSS is often just referred to as "GPS".

When an Axon Body 3 camera is recording, the device's GNSS receiver will communicate with orbiting satellites to determine approximate location. The Axon Body 3 camera determines position in the same manner as your smartphone or in-car navigation.

WI-FI POSITIONING SYSTEM

The second location technology Axon Body 3 utilizes is Wi-Fi positioning. Wi-Fi positioning uses Wi-Fi access points to determine a location based on Wi-Fi signal strength.

Wi-Fi positioning offers several benefits, including:

REDUCED TIME-TO-FIRST FIX – Under most circumstances, Wi-Fi positioning should provide a position fix in less than three seconds. However, this may be longer in very rural locations or if the Axon Body 3 is traveling at a high speed. Wi-Fi positioning assists the device's GNSS by giving the device an initial starting location for faster satellite acquisition.

INDOOR LOCATION – Wi-Fi positioning enables the camera to get a position fix in most indoor locations because the technology does not require satellite signals.

- **Full shift (12 hours) battery life and be capable of a field recharge**

A fully charged camera battery should provide enough power for approximately 12 hours of normal operation. In Event mode, the battery life can vary depending on the recording resolution. The Axon Body 3 has four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p, and 1080p video resolutions. Axon camera batteries will provide approximately 12 hours of power when recording time at a resolution of 480p or 720p, and approximately 10 hours of power when recording at 1080p.

Please note that the usage of an Axon Body 3's advanced functions (e.g., livestreaming) will result in greater battery consumption and reduce overall battery life. These functions can cause a battery to deplete faster than 12 hours when in the field.

The recommended method of charging Axon cameras is through the Axon Dock. However, Axon cameras are equipped with a USB 3.0, Type C interface to facilitate charging. The purchase price of each Axon camera includes a USB charging cable suitable for use with a standard USB charger or in-car USB outlet.

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

- **Extreme weather capability – IEC 60529 IP67 dust and water, MIL-STD-810G salt and fog, 95% non-condensing humidity and an operating temperature between -4 and 122 degrees Fahrenheit**

The Axon Body 3 is extremely rugged, securely sealed, and water and shock resistant. The Body 3 camera is a self-contained unit with no fragile moving parts on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 3 cameras have an operating temperature range of -4°–122°F [-20°–50°C]. The Axon Body 3 can withstand extreme temperatures, which keeps crucial evidence safe and allows officers to rely on the camera's functionality in almost any environment throughout the year.

The Axon Body 3 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions. Additionally, the camera has an IPX4 rating, which categorizes the device as being resistant to splashing water from any direction.

The Axon Body 3 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

- **Rugged construction with drop tests from minimum of 6 feet**

The Axon Body 3 is impact certified from a height of 6 feet when in normal temperature ranges (ambient). The camera is also impact certified from 4 feet when in extremely cold temperatures (-4°F and below). The most common damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Furthermore, Axon's numerous mounting options are strong enough to hold the camera in place during strenuous activities such as running or fighting.

When conducting low-temperature tests, the camera is put in a freezer for several hours before the commencement of the drop test. Though this is not an expected scenario, it is intended to simulate a camera being left in a cold vehicle prior to being dropped.

- **Pre-event buffer, to include at least 30 seconds of pre-event recording**

Depending on agency settings, the pre-event buffer can capture up to two minutes (120 seconds) of video immediately preceding event recording and is configurable in 30-second increments. By default, the pre-event buffer is 30 seconds.

Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

- **Multi-microphone audio**

The camera is the recording device for both video and audio, with four (4) built-in microphones on different planes of the camera. An audio algorithm developed in partnership with Nokia dramatically improves the audio captured by the Axon Body 3 camera, compared to its predecessor.

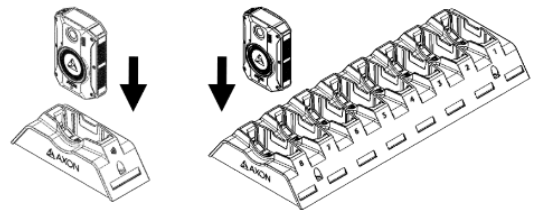
We use sophisticated onboard audio processing (Nokia Ozo-based) to conduct wind noise reduction, calculate automatic gain control, and produce a high-quality stereo audio recording.

- **On-device encryption**

While on the device, evidentiary video is protected from manipulation with AES 128 XTS full disk encryption.

- **Supported docking system**

The docking station provides a connection for Axon Body 3 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery.



The dock only functions as an Ethernet adapter, an unmanaged network switch, and charger. This allows any Axon Body 3 camera to be docked in any Axon Body 3 dock, and still connect to your Axon Evidence account to upload video.

o Versatile mounts to accommodate multiple uniform mounting configurations

The following Axon Body 3 mounts are available for mounting the camera and offer various levels of retention and fit a variety of uniforms.



LOW RETENTION FORCE

- ▶ **THE FLEXIBLE MAGNET MOUNT (CHEST AND ABOVE POCKET)** is an easy-to-install mount with versatile mounting locations.
- ▶ **THE REINFORCED FLEXIBLE MAGNET MOUNT** is the reinforced version of the Flexible Magnet mount that is easy to install, with versatile mounting locations and breakaway options.
- ▶ **THE BELT CLIP MOUNT** allows the user to comfortably wear the body-worn camera anywhere on the belt.
- ▶ **THE OUTERWEAR MAGNET MOUNT** offers versatile mounting locations and breakaway options. This mount is not recommended for Axon Body 3 cameras with Axon Respond and Axon Respond+ since a large amount of metal may impact LTE performance in areas of low coverage.

MEDIUM RETENTION FORCE

- ▶ **THE WING CLIP MOUNT** is easy to install and offers versatile mounting locations.
- ▶ **THE VELCRO MOUNT** allows versatile mounting locations when there is existing Velcro on the uniform.
- ▶ **THE Z-BRACKET MOUNT (AVAILABLE FOR MEN AND WOMEN UNIFORMS)** allows the body-worn camera to be placed at the center of mass when wearing a buttoned shirt.
- ▶ **THE POCKET MOUNT (SMALL 4" OR LARGE 6")** is easy to install in a uniform pocket.
- ▶ **THE TILT MOUNT (MEDIUM/HIGH RETENTION FORCE)** has a tilt angle that can be easily adjusted when the camera is attached. This mount must be paired with a primary Rapidlock mount, such as the Wing Clip or Molle mount.

HIGH RETENTION FORCE

- ▶ **THE ANCHOR MOUNT** is an easy-to-install, high-retention-force mount that is designed to support outerwear or ballistic vests that offer versatile mounting locations. This semi-permanent mount is best worn on outerwear or a ballistic vest and requires alteration to the uniform.
- ▶ **THE MINI MOLLE MOUNT** is a smaller version of the Axon Single Molle mount. Axon has worked closely with Blauer Manufacturing, a leading supplier of law enforcement uniforms, to ensure the Mini Molle has an exact fit with their sew-on nylon Molle loop.
- ▶ **THE SINGLE MOLLE MOUNT** integrates seamlessly with the Molle strap and offers a high-retention-force camera mount solution.
- ▶ **THE DOUBLE MOLLE MOUNT** integrates seamlessly with the Molle strap and offers a high-retention-force camera mount solution.
- ▶ **THE ACTION CAMERA MOUNT** is a GoPro-style mount adapter that allows a body-worn camera to be used in a variety of scenarios, including but not limited to, attaching the mount to a helmet using a night vision goggle mount, viewing down tunnels or over walls with a third-party selfie stick, or setting up surveillance on a tripod. This mount is compatible with most GoPro-style third-party action camera mounts, which are sold separately.

o Fast data offload

In practice, the 8-Bay Dock will facilitate the concurrent offload of up to eight cameras, at a maximum rate of 30Mbit/s per camera.

o Configurable device triggers

Axon Signal is a technology that operates over Bluetooth Low Energy and activates Axon cameras within range via various triggers. The Axon Signal products we offer today are the Axon Signal Vehicle Unit, Axon Signal Performance Power Magazine, and Axon Signal Sidearm.

AXON SIGNAL VEHICLE UNIT (ASV)

The Axon Signal Vehicle Unit (ASV) is a device installed in the patrol vehicle that broadcasts a beacon to Axon cameras in range when specific events are reported. This product is utilized in the Axon Fleet 2 system. The following vehicle triggers will signal the system to begin recording:

CONFIGURABLE TRIGGERS

- ▶ Light bar/siren activation – Axon body-worn and Axon Fleet cameras
- ▶ Removing a weapon from the vehicle rack – Axon body-worn and Axon Fleet cameras
- ▶ Door sensor – Axon body-worn and Axon Fleet cameras
- ▶ Exceeding a specified speed - Axon Fleet cameras only
- ▶ Crash detection (sudden changes in acceleration) - Axon Fleet cameras only

AXON FLEET HUB

The Axon Fleet Hub offers built-in Axon Signal technology and works with the Axon Fleet 3 system. It offers 10 configurable 12V inputs that can be programmed to detect status changes from any signal-compatible trigger, which can include a door sensor, light bar activation, siren activation, gun rack sensor, or a variety of 0-12V transition signals.

In addition to the ASV and the Axon Fleet Hub, we offer the following Axon Signal products:

AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)

The SPPM is an accessory (battery) for TASER X2 and TASER X26P energy weapons. The TASER 7 energy weapon, Axon's newest TASER energy weapon, has this technology built-in and does not require an accessory. Using Axon Signal technology, the SPPM activates cameras when the TASER 7 energy weapon is armed, the trigger is pulled, or the arc is engaged.

AXON SIGNAL SIDEARM

This easy-to-install smart sensor accessory attaches to the outside of most sidearm holsters and activates if a sidearm is removed from the holster. The action of drawing your weapon will trigger surrounding cameras to start the recording process, thus eliminating manual manipulation. That way, your officers can be confident truth and transparency are being upheld through video and audio documentation.

- **Twenty-one (21) squad car camera systems, to include all necessary hardware and software, installed in two phases:**

o **Four (4) complete in-car systems installed within one (1) month of award of the contract**

In order to ensure timelines are met, we are proposing installation of the Axon Fleet 2 system in the initial four vehicles. Axon Fleet 2 offers easy installation, cloud-connected software, sleek hardware, and subscription pricing. With Axon Fleet 2, your vehicles can stay on the road where they belong, and users can offload footage anytime, anyplace.

Redesigned front and rear cameras, wireless microphones, two-officer support, video recall, and integration with our MDT application, Axon View XL, give your officers access to a system developed to capture evidence from multiple vantage points, while working seamlessly to manage and store critical data and improve workflows.

At a later date, these four vehicles will have Axon Fleet 3 installed. Dates for installation can be further refined upon award.

o **Seventeen (17) additional complete in-car systems installed within six (6) months of award of the contract**

Axon is proposing our Fleet 3 in-car system in the remaining 17 requested vehicles. We will provide responses to the requirements below with Axon Fleet 3 in mind.

➤ **In-car video systems shall include the following:**

❖ **Dual view, panoramic outward facing cameras that can record and automatically search the license plates on vehicles traveling in three (3) lanes of traffic in front of the squad car; with said plate searching capability to include LEADS/NCIC and agency hotlists**

The Axon Fleet 3 solution incorporates our Dual-View forward-facing camera which offers built-in ALPR functionalities. The ALPR lens will cover up to three lanes, which include the lane directly in front of the vehicle and the immediate adjacent lanes on either side of the vehicle.

HOTLISTS

The Village can add local, state, and federal hotlists to an ALPR solution within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for or potentially associated with unlawful activity or missing persons. They often fall into the following categories:

- ▶ A list of license plates or vehicles known to be stolen
- ▶ A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc.
- ▶ A list of license plates or vehicles with administrative issues such as unpaid car tabs, unpaid traffic fines, etc.

Different countries, states, and jurisdictions have different lists for different reasons, but they generally compile a variety of data sources to identify important vehicles of interest. Some examples of hotlists include:

USA FBI NCIC HOTLISTS

The USA FBI NCIC Hotlists is a collection of lists of stolen automobiles or other automobiles of interest associated with known persons of interest or terrorists.

Access to NCIC hotlists is available to all law enforcement agencies nationwide, but each state has a process that agencies must follow to allow ALPR system suppliers, including Axon, to gain access. There is no National standard practice for ALPR system supplier access approval, but typically it only needs to be completed one time in each State. Axon is prepared to work with each agency and the respective CSA to meet the access approval requirements.

Once approved, Axon Evidence can automatically ingest the NCIC hotlist from the State CJIS Security Authority (CSA) network and push updates to active Axon Fleet 3 systems without an agency's manual interaction.

STATE/DMV/DOR HOTLISTS

Each state generally maintains a list of vehicles of interest for various processes such as insurance violations, local stolen property lists, and known gang members.

Similar to NCIC, access to these lists is typically controlled by the State CJIS Security Agency (CSA)—and agencies wishing to use Axon ALPR to alert against these lists—must follow their State's applicable ALPR vendor access approval process. Axon is prepared to work with each agency and the respective CSA to meet the access approval requirements.

Unlike NCIC, State lists vary in content and format from State to State. Integration with these hotlists requires some custom API development.

LOCAL HOTLISTS, BOLO, APB

Within a specific police agency or region, such as a city or county, there may be hotlists specific to that police agency or region. This considers city-wide All Points/Police Bulletin (APB) or BOLO alerts for vehicles of interest that do not appear in the NCIC system.

AMBER ALERT/SILVER ALERT

The AMBER Alert system for missing children is a critical safety program in the US that notifies all law enforcement—and members of the public—of the details of an abducted child and the abductee's vehicle information.

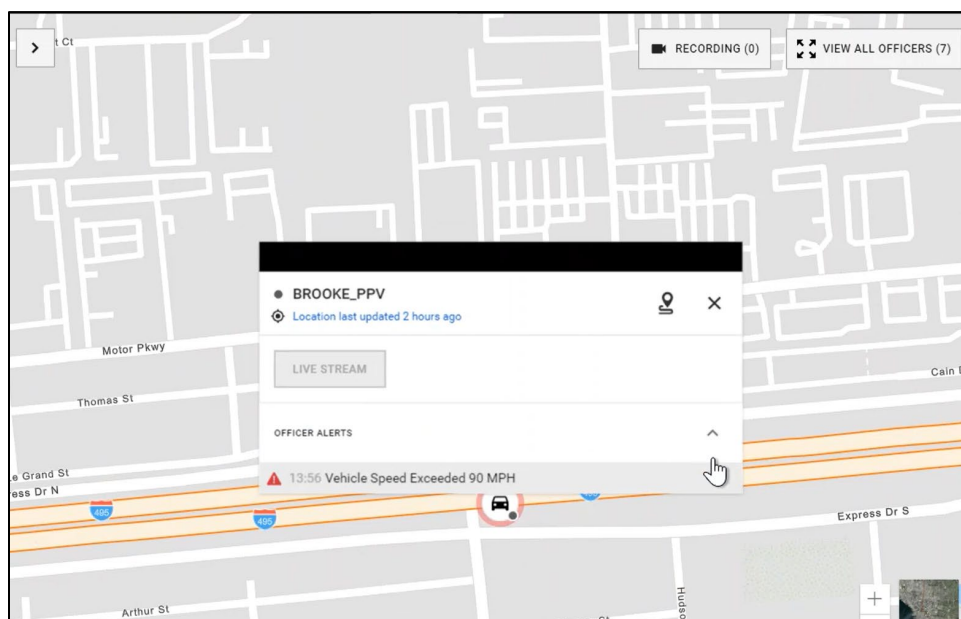
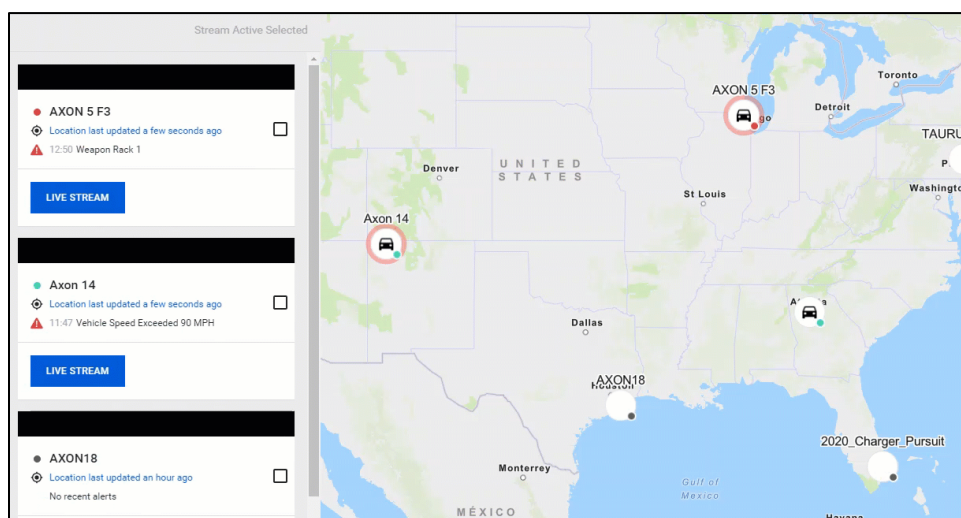
❖ Interior camera with infrared illumination for night viewing

The Axon Fleet 3 Interior Camera records in full color during daylight operation. At night, the camera records in infrared, allowing it to capture video even in total darkness. This ensures that any activity taking place within the vehicle is captured, no matter the time of day or night. During daylight operation, the camera has a lux rating of 0.1. When using the infrared feature, the camera has a lux rating of 0.

❖ Remote view live streaming capability

By using Axon Fleet 3 with Axon Respond for Devices real-time situational awareness technology, the Village can begin to fill critical information gaps with a network of intelligent, connected devices that help improve officer safety and efficiency in the field and at the station.

Leveraging the built-in capabilities of the in-car system—paired with LTE-connectivity—users, command staff, and dispatch partners can have access to real-time alerts, real-time location reporting, and livestreams from the Dual-View camera when critical incidents occur. These notifications and feeds can be accessed and viewed from the Axon Respond map within Axon Evidence or with the Axon Aware mobile app. Both the Axon Respond map and Axon Aware mobile app can receive Signal trigger notifications that include Vehicle Speed Exceeded 90 MPH, Vehicle Impact, Light Bar and Weapon Rack activations, and Door sensors.



With Axon Fleet 3, livestreaming is available while a camera is recording or in buffering mode, meaning the Village can remotely activate a livestream when it is deemed necessary. This can help agencies gain awareness as soon as a call-for-service is initiated and as a unit is en route.

❖ **Integrated application for in-car mobile data terminals**

The Axon Fleet Dashboard application—designed for a police vehicle’s MDT/MDC—can be used to control and support your Axon Fleet 3 in-car cameras. Axon Fleet Dashboard allows users to start and stop camera recordings, play recorded videos, add metadata to videos, and offload evidence directly from the vehicle. Additionally, the Axon Fleet Dashboard supports user interactions with Axon’s new Automatic License Plate Recognition (ALPR) system, which includes receiving and responding to vehicle hotlist notifications.

Axon Fleet Dashboard also supports the ability for two users to be signed into the same session at once. Any video evidence recorded when two users are signed in will have dual-ownership when evidence is uploaded to Axon Evidence, thus allowing both users access to the captured evidence.

Once signed into Axon Fleet Dashboard, users can interact with and navigate four main pages, which include:

- ▶ **DEVICES** – Users can review camera status, manually start and stop a camera recording, and watch live views from connected cameras.
- ▶ **VIDEOS** – Users can review and add metadata to videos, position videos for priority upload, and check the upload status of videos.
- ▶ **ALPR** – Users can view and interact with ALPR system notifications and responses.
- ▶ **SETTINGS** – Users can review vehicle, user, and system information, pair with and change body-worn camera settings, and sign out of the application.

DEVICES PAGE OVERVIEW

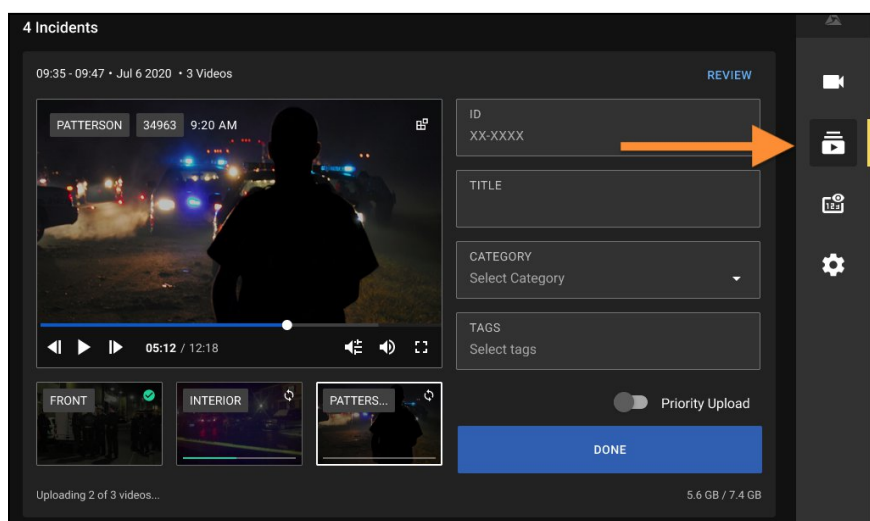
The Devices page allows users to view and interact with multiple cameras at once, including paired Axon body-worn cameras. All connected devices are displayed in their individual panels, which users can use to check a camera’s recording status, start and stop a recording, enter Full Screen mode, activate zoom features, and control audio recordings and camera settings.

Additionally, the camera’s name can be found in the left-hand corner of each panel. This can help users quickly identify a camera’s live stream and review points of view as the patrol vehicle is in motion.

VIDEOS PAGE OVERVIEW

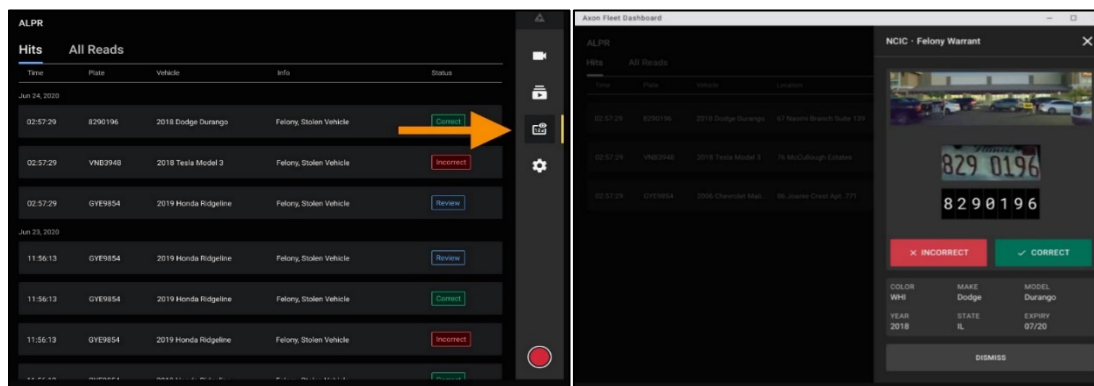
From the Videos page, users can easily review captured evidence and add metadata—such as an ID, Title, Category, and Tags—to the existing videos. Users can also activate the Priority Upload toggle to prioritize the upload of a particular video, which will place the evidence file at the top of the upload queue.

All videos captured within an agency-determined review period will be displayed on the Videos page. If videos have an overlapping record time—or start within one minute of each other—they will be automatically grouped together. Additionally, incidents are sorted by date and time and videos can be removed from automated incident groupings as desired.

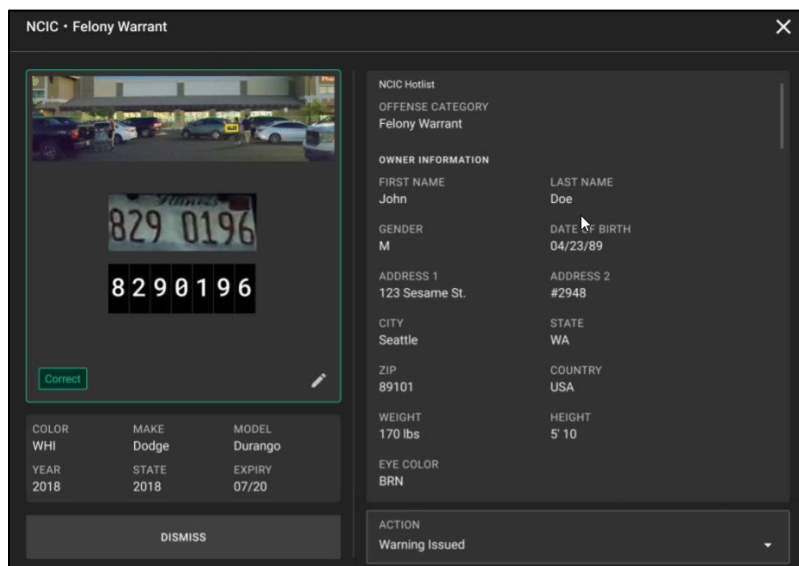


ALPR PAGE OVERVIEW

When on the ALPR page, users can quickly review all of the plate number hits and reads captured during a shift, as well as review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.

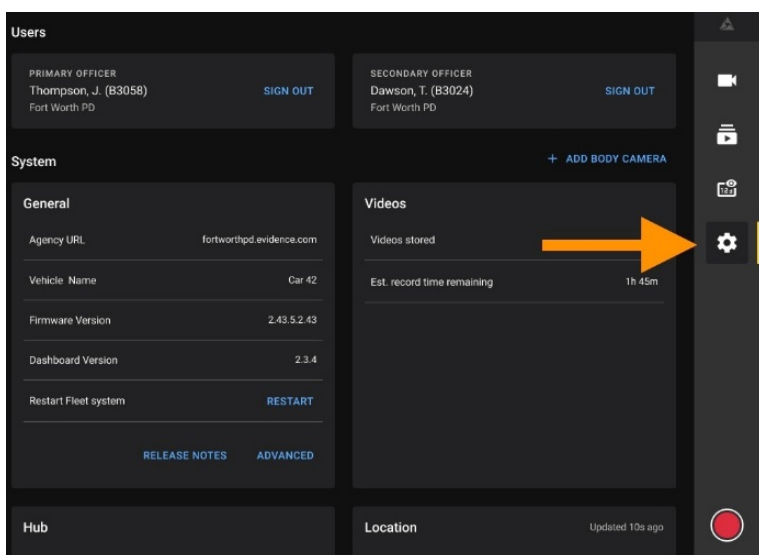


Furthermore, users can access the Hit Details page to see more information on a hit. This provides users with a comprehensive snapshot of both the vehicle and suspect information for fast review and allows a user to select an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.



SETTINGS PAGE OVERVIEW

On the Settings page, users can review information on the Axon Fleet 3 in-car system—including the in-car cameras and Axon Hub—paired Axon body-worn cameras, and current location and ALPR data. Users can also sign out of the Axon Fleet Dashboard and initiate pairing Axon body-worn cameras.



❖ **Secure digital data storage**

The Axon Fleet 3 in-car system does not store any data on the Dual-View Camera or Interior Camera. All video footage captured by the in-car cameras is directly transferred to the Axon Fleet Hub—which works as the in-car system’s storage device—over an ethernet connection. Because data is not stored on the Axon in-car cameras in any form, agencies need not worry about a data breach if the in-car cameras are lost or stolen.

While on the Axon Fleet Hub’s solid-state drive (SSD), evidentiary video is protected from manipulation at rest via AES full disk encryption. All Axon video data is securely stored on the encrypted SSD housed inside the Axon Fleet Hub. To protect the Axon Fleet Hub’s SSD from being exposed, the Axon Fleet Hub’s casing is secured both internally and externally with Allen and Torx screws, which help prevent access to the Printed Circuit Board Assembly without the proper tools.

Furthermore, storage is populated on the circuit board rather than using an SD card, and accessing and reading the eMMC is difficult and would likely lead to the destruction of the circuit board. Because an SSD is utilized, the eMMC does not hold any Axon Fleet Hub data. The eMMC holds signed firmware that is verified on every boot as part of the secure boot process.

The long-term storage destination is Axon Evidence, which offers a dedicated Information Security team solely focused on keeping our digital evidence management solution secure and uncompromised. Our team remains vigilant in ensuring formal security practices are implemented and regularly assessed for continued effectiveness. These practices include but are not limited to access management, configuration management, vulnerability management, and security monitoring & response.

DATA PROTECTION

- ▶ **DATA IN TRANSIT** – Evidence data is encrypted during transfer: SSL with RSA 2048 bit key, 256-bit ciphers, TLS 1.2, Perfect Forward Secrecy.
- ▶ **DATA AT REST** – Evidence data is encrypted in storage: 256-bit Advanced Encryption Standard (AES-256).
- ▶ **ACCESS** – Axon Evidence supports Dual-Factor Authentication, IP Restrictions, and robust approval workflow when attempting to delete evidence data.
- ▶ **DATA INTEGRITY** – Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access. Evidence deletion is protected with an approval workflow and includes a 7-day remorse/recovery period.
- ▶ **DATA AVAILABILITY** – Axon Evidence is designed for maximum availability with redundant data centers and frequent encrypted evidence backups. Multiple data centers are used that meet federal and international standards (FedRAMP, FISMA, and ISO 27001).

❖ **Wireless communication capability**

There are two offload methods for uploading Axon Fleet 3 in-car video to Axon Evidence. Both options allow the cameras to remain in the vehicle via wireless connectivity. Regardless of the offloading method chosen, the MDC running the Axon Fleet Dashboard application must be able to connect to the Internet.

LTE/4G OFFLOAD

Axon Fleet supports wireless offload via LTE/4G networks using an in-car broadband connection. This configuration reduces the contention on agency Wi-Fi infrastructure. This offload method is best supported by unlimited data and an unlimited bandwidth plan (without which, video upload will likely be throttled).

Video is offloaded from the Axon Fleet Hub through a cellular carrier network to Axon Evidence for long-term storage. Please note, Axon does not provision, activate, or manage carrier SIMs.

WI-FI OFFLOAD

Using Wi-Fi to upload Fleet videos to Axon Evidence is an alternative to LTE uploads for customers whose LTE data plan throttles uploads or customers in areas lacking adequate LTE coverage.

A Wireless Offload Server (WOS) is recommended to facilitate offload via Wi-Fi. The WOS is a network appliance that enables multiple concurrent video offloads from the Axon Fleet system leveraging the Axon router's Wi-Fi as a wireless wide area network (WWAN) function through compatible Wi-Fi access points.

When a vehicle is within range of a Wi-Fi access point, the Axon Fleet Hub recognizes the WOS and begins to offload videos from the upload queue to that server. The video offload is done in segments, but, as with LTE offloads, the video file is retained on the Axon Fleet Hub until successfully transferred to Axon Evidence.

❖ **Garage and tunnel friendly location system**

Axon Fleet 3 has a multi-constellation GNSS receiver to track GPS, GLONASS, Galileo, SBAS, and QZSS satellites. The system also has integrated inertial sensors for continuous dead reckoning to give vehicle position estimates even when satellite signals are blocked in tunnels, parking garages, and urban canyons. The system also uses long-term orbits for fast acquisition at startup.

Additionally, Axon Fleet 3 will track the GNSS coordinates of the vehicle while recording, in latitude and longitude. The GNSS coordinates and speed will then be embedded as metadata within the video file. Once the video is uploaded to Axon Evidence, the GNSS coordinates will be presented on a map next to the video player. As the video is played, the map will show the patrol vehicle's location and the path it took during the recording.

❖ **Wireless activation**

The Axon Fleet 3 in-car system can be configured to wirelessly activate camera recordings using Axon Signal technology.

❖ **Configurable device triggers**

The Axon Fleet Hub has 10 configurable 12V inputs that can be programmed to detect status changes from any signal-compatible trigger, which can include a door sensor, light bar activation, siren activation, gun rack sensor, or a variety of 0-12V transition signals.

❖ **Wireless microphones and/or ability to integrate seamlessly with the officer worn BWC devices**

The Axon Fleet 2 system offers separate wireless microphones, which we are providing in the initial four-car deployment to ensure that audio is captured when an officer is away from the vehicle. This initial deployment will potentially take place prior to your body-worn camera deployment. Once the Village deploys body-worn cameras, separate microphones for the in-car camera system will no longer be necessary, as the body-worn cameras will capture audio when an officer is away from the vehicle.

❖ **BWC pairing and upload**

The Axon Fleet Dashboard application can be used to control and support your Axon Fleet 3 in-car cameras as well as paired body-worn cameras. The Devices page within Axon Dashboard allows users to view and interact with multiple cameras at once, including any paired Axon body-worn cameras. All connected devices are displayed in their individual panels, which users can use to check a camera's recording status, start and stop a recording, enter Full Screen mode, activate zoom features, and control audio recordings and camera settings.

If Axon Fleet 3 is currently installed in an agency's patrol vehicle, the Axon Body 3 supports wireless upload (via Wi-Fi) by utilizing Axon Dashboard.

❖ **Install and set-up of all equipment and software, with instructions provided**

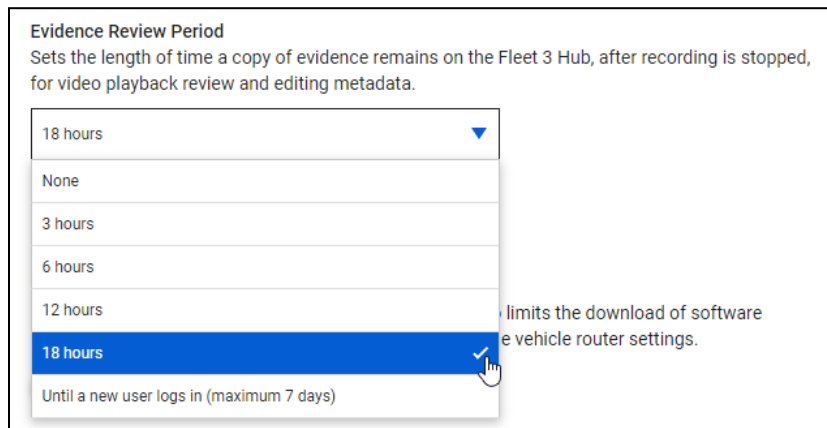
The Axon implementation team will facilitate efficient deployment of your Axon body-worn cameras, Fleet system, Interview Room solution and Axon Evidence services. The roles and responsibilities of each Axon implementation team member are described on the following page.

ROLE	PROJECT RESPONSIBILITY
Professional Services Manager	<p>Axon professional service managers are Axon platform experts and typically have an extensive background in law enforcement/public safety, as well as technology use in those sectors.</p> <p>The professional service manager will:</p> <ul style="list-style-type: none"> ▶ Facilitate officer and administrative training ▶ Perform and assist other on-site services as needed during implementation
Axon Fleet Deployment Manager	<p>The deployment manager is responsible for the planning and execution of onsite Fleet services. Responsibilities include the coordination and utilization of Technical Service Managers, Professional Services Managers/Consultants, and scheduling onsite installation and training. The objective of the role is to manage and align all invested parties with concise logistics and workflow to accurately deliver Fleet solutions in a fluid and efficient manner, creating an impactful customer experience.</p>
Axon Fleet Technical Project Manager (TPM)	<p>The strategic role of Axon's technical project manager involves planning and organizing internal and external resources to deliver a full, successful deployment. The project manager is a critical role in making sure the project is technically sound for deployment. TPMs provide activity and resource planning, organize the internal project team, audit sites for technical implications, monitor progress, and engage with the customer to promote project excellence.</p> <p>Axon Fleet TPMs are highly experienced and specialized project managers dedicated to the Axon Fleet system and its integration with the overall Axon platform.</p>
Axon Fleet Technical Service Manager (TSM)	<p>A TSM is a customer-facing, front-line role responsible for conducting and ensuring successful installation, configuration, testing, deployment support, and training of the Axon Fleet in-car video solution. This role is critical to the success of our customer's Fleet experience.</p>
Axon Fleet Installation Technicians	<p>Installation technicians will:</p> <ul style="list-style-type: none"> ▶ Uninstall in-car camera hardware (if applicable) ▶ Install Axon Fleet system hardware ▶ Install and configure routers ▶ Install Axon View XL on vehicle MDTs/MDCs ▶ Perform functionality tests
Pre-Sales System Engineer	<p>Axon's pre-sales system engineers are subject matter experts in the areas of Software as a Service (SaaS) applications, embedded systems and networking, and integration of Axon products and services. The pre-sales system engineer may perform tasks including:</p> <ul style="list-style-type: none"> ▶ Coordination with agency IT point of contact ▶ Oversee all in-depth network/technical needs and integrations with your current systems (e.g., CAD/RMS integration, Axon Signal activation, etc.)

❖ 24 hours of video retention for critical video recall and review

The Video Recall feature enables powered Fleet 3 cameras to continuously capture video when not actively recording. Video recall stores a maximum of 24 hours of video per camera, continually overwriting the oldest video segments to make room for new video. Video recall quality is preconfigured to 480p with no audio capture, and video recall footage will not be overwritten by event recording. The ability for a user to recall videos is controlled by a Role permission.

Additionally, Axon Evidence administrators can set the length of time a copy of recorded evidence remains on the Axon Fleet 3 Hub after a recording has stopped, which will give users more time to playback video and edit metadata. With the **Evidence Review Period** setting in Axon Evidence, agencies can choose to either immediately offload evidence and remove it from the Axon Fleet Hub right away or have a copy of remain on the Axon Fleet Hub for up to 18 hours, or until a new user logs in to the system (maximum of seven days).



If an evidence file remains on the Axon Fleet Hub but is uploaded to Axon Evidence before the designated evidence review period expires, users can still edit metadata as long as the video file is still stored on the Axon Fleet Hub. Any updates to the evidence will then be pushed to Axon Evidence.

❖ Multi-camera playback for up to four (4) BWC and in-car video devices

Multicam playback in Axon Evidence allows videos that were recorded by different but in the same location and time to be viewed together. This allows users to view an incident from different vantage points at the same time from either body-worn or in-car cameras. Up to four



videos can be viewed at the same time. Since each video has its own audio feed, the audio selector in the center of the media player controls enables you to select which audio track is used during playback.

While recording, cameras will note when other Axon cameras are recording in the same vicinity and add that information to the video file. Thus, when a video (with multiple perspectives) is viewed in Axon Evidence, it will automatically offer the multicam option to display the other video.

When viewing an evidence file, the multicam action is only shown as an option for videos that are associated with other videos recorded in the same vicinity at the same time. When the PLAY ALL VIDEOS option appears, this indicates there are multiple videos associated with a particular incident.

❖ **Pre-event buffer, to include at least 30 seconds of pre-event recording**

Depending on agency settings, the pre-event buffer for both the front- and rear-facing cameras can capture up to two minutes (120 seconds) of video immediately preceding event recording and is configurable in 30-second increments. By default, the pre-event buffer is 30 seconds.

Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

▪ **Cloud based digital video and audio recording system for three (3) interview rooms, to include:**

○ **Camera and microphone equipment for each room**

Axon offers cameras along with covert and over camera housing options. The system includes a Louroe Model D-ML, which is an omni-directional, mic level low impedance, electret condenser microphone. It can pick up normal sounds approximately 15' away if mounted to a wall, or within a 30' circle if ceiling mounted.

○ **Switching equipment**

The interview room cameras will plug into and draw power from a POE switch to communicate with the recording software.

○ **Touch panel digital displays outside each room (for control of each room's video and audio recording)**

The Axon Interview system can be utilized by a one-to-one touch panel model. This touch panel will control the audio and video for each interview room.

○ **Install and set-up of all equipment and software, with instruction provided**

Installation and set-up of the Axon Interview solution is included in our proposal. The system is highly customizable, and installation will be scoped prior to deployment to ensure that the system meets all of the Village's needs. The installation may include the following steps:

- ▶ Pre-installation site survey
- ▶ Remove old cameras/mics (if applicable)

- ▶ Network cable installation and testing (if applicable)
- ▶ Installation of distribution amplifiers (if applicable)
- ▶ Camera and microphone power supply installation (if applicable)
- ▶ Configure live view users on camera (if applicable)
- ▶ Installation of encoders (if applicable)
- ▶ Covert camera enclosure design (if applicable)
- ▶ Install LED indicator light (if applicable)
- ▶ Installation of cameras
- ▶ Installation of microphones
- ▶ Install all camera operating system updates
- ▶ Camera configuration (focus and testing)
- ▶ Axon Interview camera integration
- ▶ Switch installation and configuration
- ▶ Microphone installation and audio tests
- ▶ Touch Panel Installation
- ▶ Installation of touch panel mounting brackets
- ▶ Confirm power and network installed
- ▶ Installation of Axon Interview application on touch panels and complete cable management
- ▶ Obtain list of static IP addresses from client
- ▶ Configure network on each touch panel
- ▶ Install updates on all touch panels
- ▶ Optimize OS for touch panel environment
- ▶ Configure and test RDP
- ▶ Link interview room camera to touch panel
- ▶ Configure client branding - labels
- ▶ Test logins, test recordings, (audio/video) from touch panels
- ▶ Email touch panel bracket template to client
- ▶ Application Server Installation
- ▶ Recording server configuration
- ▶ Recording server configuration on redundant application server
- ▶ Network configuration (static IP)
- ▶ Install Axon Interview server application
- ▶ Install system updates on server(s)
- ▶ Install TeamViewer remote client (if desired)
- ▶ Test connectivity to cameras, touch panels and switch
- ▶ Active Directory – LDAP Integration and testing
- ▶ Update server to latest build
- ▶ Recorder/Storage Server Installation
- ▶ Recording server configuration on primary recording server
- ▶ Recording server configuration on secondary recording server

- ▶ Install recorder server application
- ▶ Configure local storage server (NAS/SAN) if applicable
- ▶ Configure secure Axon Evidence storage
- ▶ Test AD logins, test recordings (audio/video) from touch panel
- ▶ Install virtual client on a few desktops
- ▶ Configure live view VLC on workstations (if applicable)
- ▶ Test sample evidence playback
- ▶ Test sample digital asset upload
- ▶ Provide a list of all IP addresses at completion of project
- ▶ Final “End-to-End” Testing

The work plan will be followed by user training, admin training, and sign-off.

◦ **Minimum tamper-proof technology of SHA-2 hashing algorithm and chain of custody, including standard reports**

Evidence integrity is a primary function within the Axon platform. Every evidence file within Axon Evidence is complemented by a detailed, tamper-proof audit trail, which is maintained to provide chain of custody reporting. This audit trail includes evidence metadata along with a detailed record of the “who, when, and what” for every interaction with the piece of evidence.

Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer’s Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer.

During transfer, a SHA-2 checksum is generated for each video. The SHA-2 cryptographic hash function is applied to each MP4 video, and functions as a digital fingerprint for each video captured. These checksums are then compared as part of the upload process to Axon Evidence to confirm that a file has not been compromised during the upload process. If a checksum mismatch occurs, the upload process is reinitiated.

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

Axon Evidence offers several standard report options. When generating a report, users can select a specific date range to only include information in the desired timeframe. These reports include:

- ▶ **EVIDENCE CREATED** – Includes information on when data was created, associated metadata, the number of days between when a piece of evidence was recorded and/or uploaded, and what evidence has been shared through access controls.
- ▶ **CATEGORY SUMMARY** – Includes information on the current total file count, file sizes in megabytes (MB) for each category, and the percent of files assigned to a category.
- ▶ **USER SUMMARY** – Includes information on a user’s total number of files (by file size in MBs)—whether active or deleted—Last Login Date, Invited Date, and Deactivated Date.
- ▶ **USER DEVICE HISTORY** – Includes information on devices (TASER energy weapon products and body-worn cameras) assigned to or unassigned from a user during a specific date range.
- ▶ **EVIDENCE DELETED** – Includes information on all deleted evidence, associated metadata, and the number of days between when a piece of evidence was recorded and/or uploaded.
- ▶ **UNCATEGORIZED EVIDENCE** – Includes information on users with uncategorized evidence assigned to them, as well as owner information, evidence titles, dates recorded, and links to the evidence.
- ▶ **AXON VIDEO SUMMARY** – Includes information on usage metrics of videos uploaded to your agency, as well as the number of videos, hours, and MBs.
- ▶ **SHARING AUDIT REPORT** – Includes information on a user’s actions when sharing evidence and cases.
- ▶ **DEVICE SUMMARY REPORT** – Includes information on the devices belonging to an agency.
- ▶ **SELF REVIEW SUMMARY** – Includes a list of coach requests that have been sent for additional video review

- **Video encoding at H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant**

Axon Interview does not reencode or transcode the original video stream. The video encoding is H.264 baseline and main profile (MPEG-4 part 10/AVC) streaming compliant. The audio encoding is AAC.

- **Camera security at HTTPS encrypted communication to the camera, IEEE 802.1x network access control**

Axon Interview offers HTTPS encrypted communication to the camera, and IEEE 802.1x network access control.

- **POE support with Power over Ethernet IEEE 802.3af/802.3 at type 1**

The Power Over Ethernet utilized in the Axon Interview solution is IEEE 802.3af/802.3at type 1.

- **Supports both covert or overt camera set-ups that are vandal resistant**

Axon offers covert camera housing options that include a fire strobe, motion sensor, interview room vents, and flush mounts. The camera configurations are specifically designed and installed to be vandal-resistant.



- **Equipment and software licenses, maintenance, and warranties in multi-year format for all devices**

We have included all necessary hardware, software, licenses, maintenance, and warranties. Our pricing structure allows payment in a multi-year format, as indicated by our included quote.

We have provided our Master Service and Purchasing Agreement in the Appendix, which covers details of applicable warranties and programs.

- **Equipment replacement schedule**

Axon offers our Technology Assurance Plan (TAP) for our body-worn camera and in-car camera products which includes hardware refreshes throughout the life of the contract. We have included TAP for both our body-worn camera and in-car camera offerings. Our body-worn camera TAP program includes a hardware refresh at the 2.5- and 5-year mark. Our in-car TAP program, there is one hardware refresh at the 5-year mark.

When an agency is entitled to a hardware refresh under the TAP program, Axon will determine which hardware the agency is eligible to receive and contact the agency to coordinate the refreshment.

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

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

- **Redundant on-site server backup having minimum RAID 1 redundancy for OS and application**

Our Axon Interview solution utilizes two servers, simultaneously recording independent video and audio feeds from the interview room. If one server fails, the second server acts as a redundant backup. Our on-site servers have 2 drives configured in RAID 1 (disk mirroring).

Upon conclusion of the interview, video is offloaded to the hosted Axon Evidence application where the solution is automatically replicated without requiring and additional resources from the Village.

- **Web-based access platform**

Users can access Axon Evidence, a web-based evidence management interface, from any supported internet browser. Axon Evidence is accessible from current versions of the following browsers.

- ▶ Microsoft Internet Explorer 11 and above (IE 11)
- ▶ Google Chrome
- ▶ Mozilla Firefox
- ▶ Apple Safari
- ▶ Microsoft Edge

- **Unlimited digital cloud server space for BWC, squad car and interview room digital video and audio recordings; to include drone video recordings, all in conformance with Illinois State law regarding records retention**

Axon Evidence offers highly scalable application storage as part of the Software as a Service offering. The application provisions and manages storage automatically and all storage is hosted within the infrastructure, which is accessible via a standard web browser. We have included unlimited storage for Axon-generated footage and drone recordings in our proposal.

Records retention policies including legal holds in Axon Evidence are set and managed by the individual agency administrators by using the category feature in Axon Evidence.

Axon Evidence administrators can create custom retention categories that determine how long a piece of evidence remains in the system before being permanently deleted. Administrators simply assign a name to indicate the charge (burglary, assault, homicide, etc.) and the desired retention period—determined by policy or state mandate—in days, weeks, years, or until manually deleted. An administrator can create an unlimited number of custom categories and will always be able to edit or delete a category after it is added to the system.

- **Capability to upload other digital media to the cloud server, above and beyond BWC, squad car and interview room video and audio recording, to include but not limited to videos, pictures, and documents, including but not limited to the following file formats: .ave, .fli, .mov, .movie, .mpe, .mpeg, .mpg, .qt, .m4v, .webm, .ogv, .mp4, .wmv, .jpeg, .jpg, .gif, .png, .bmp, .heic, .tif, .tiff, .cr2, .crw, .arw, .sr2, .srf, .nef, .nrw, .orf**

The Village can ingest and store video, photos, files, and data from other mediums and store them independently or group them around a larger case.

SUPPORTED FILE TYPES

Axon Evidence is source agnostic and can house virtually any video and audio file type (approximately 93% of all available codecs), as well as most digital document types. The online preview is only supported for PDF documents and supported audio and video formats.

VIDEOS FILES

VIDEO FILE EXTENSION			VIDEO MIME TYPE	
.3gp	.f4v	.m4v	video/3gpp	video/mpeg
.3g2	.flv	.mp4	video/3gpp	video/mpeg
.asf	.mov	.ts	video/x-ms-asf	video/x-m4v
.avi	.mpeg	.vob	video/avi	video/mp4
.divx	.mpg	.wmv	video/vnd.divx	video/MP2T
			video/x-flv	video/mpeg
			video/c-flv	video/x-ms-wmv
			video/quicktime	

*The .avi and .m4v file formats are container file formats. Because they can contain unsupported media files, files in these formats can be valid but unsupported by the native media player.

AUDIO FILES

AUDIO FILE EXTENSION		AUDIO MIME TYPE	
aifc	.mp3	audio/x-aiff	audio/mpeg
.au	.mpga	audio/basic	audio/mpeg
.m4a	.wav	audio/mp4a-latm	audio/x-wav
.mp2		audio/mpeg	

PHOTOS

You can upload and store virtually any photo file type in Axon Evidence; you can view and edit ARW, BMP, CRW, DNG, GIF, HEIC, JPEG, JPG, NRW, ORF, RAF, SR2, SRF, TIF, TIFF files and RAW image extensions like NEF, CR2, and CR3 within the application. Photo editing tools for cropping, rotating, adjusting brightness and contrasts can be

used on these file formats as well. Photos are exported from Axon Evidence in the format in which they were uploaded. For example, if the original photo evidence is uploaded as a JPEG, it will be downloaded from Axon Evidence as a JPEG.

PROPRIETARY AND EXOTIC VIDEO AND AUDIO FILES

Certain vendors prefer to use non-standard, proprietary video and audio formats preventing playback from any software other than the vendor's, as they require licensing for custom players. Axon Evidence supports playback for the majority of proprietary and exotic videos by creating a copy of a video file in a standard format (.mp4) that can be used for playback, transcription, redaction, and other standard functions of our DEMS. The current list of file extensions identified as third-party proprietary and exotic videos have been included below.

SUPPORTED THIRD-PARTY PROPRIETARY AND EXOTIC VIDEO EXTENSIONS

m2t, m65, max, mod, 3g2, 3gf, acsm, aira, ajp, am4, aov, arf, arv, ary, asx, avb, avc, avc1, avd, ave, ave-clean, avf, avi-clean, avi-time, avi_larger, avr, avs, awlive, ax, bdb, bes, bfs, bik, bin, bix, bk2, blk, bnp, body, box, bpv, brow, bu, bvr, bwm, bwv, camrec, cil, cli, cme, cpi, cvc, cx3, d, da, dad, dar, dat, data, dav, dav-clean, dav-time, dav1, dav3, dbx, dce, dga, dir, djp, dmi, dmskm, drv, dv, dv4, dv5, dvp, dvr, dvr~, dvs, dvt, dxa, edr, eds, epm, evf, ex01, exe, exe), exe-clean, exe1, exp, extract, eye, ezvp, file, fl4, fla, flm, flv, g64, g64x, gbf, gop, gxf, h263, h264, h265, h3r, h4v, h64, har, hav, hbox, hgd, hik, hkv, hldvr, hm4, hme, i8, icf, ifo, ifs, ifv, igd, imoviemobile, irf, iva, ivf, jdr, jjj, jv, kds, kvf, lfv, lrv, lvf, lwx, lxf, m1v, m2ts, m2v, m4f, matroska, media, mgv, mjp, mjpeg, mjpg, mkv, mov2, mpg2, msi, mts, mxf, mxg, n3r, noext, oml, par, psf, rms, strg, umv, v264, vcr, vid, video, vmhrcd, vse, webm

Please note, this list is constantly growing as we work to add support for new file formats and their variations.

NON-SUPPORTED FILE TYPES

Documents and non-supported digital media types can be uploaded and managed in Axon Evidence; however, online preview features are not available for unsupported file types. These file types are typically proprietary formats that require custom players.

These file types can be downloaded from Axon Evidence and saved to a local drive, burned to a disc, copied to a USB drive, or saved to a PC with the required player.

- **Other digital media storage to include at least 1TB of space**

We have included the required amount of ala carte storage in our proposal, in addition to the unlimited storage for Axon-generated evidence files.

- **Ability to seamlessly share any digital evidence on the cloud server with the State’s Attorney’s Office through a digital cloud link that requires no manual downloading or uploading of digital evidence already in the cloud based storage solution**

Axon Evidence provides the following methods for sharing evidence files, each allowed or prohibited by separate permission, enabling administrators to closely control access.

Access Lists control internal and external user access to evidence in Axon Evidence. Each piece of evidence has an access list, so you can individually manage access as needed. If the recipient with whom you wish to share evidence via an external access link does not have an Axon Evidence account, they will receive an email with a link to create an account. An account must be created to preserve the chain of custody.

When adding a user to the access list for a piece of evidence, Axon Evidence allows a user to set the:

- ▶ **SHARING DURATION** – Amount of time a user has access to the evidence
- ▶ **ACCESS LEVEL** – Level of access to evidence for the selected users

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

Add to access list

<p>USER OR GROUP</p> <input style="width: 90%; border: 1px solid #ccc;" type="text" value="Enter name, email address, or badge ID"/>	<p>ACCESS L...</p> <div style="border: 1px solid #ccc; padding: 2px;">Role ▾</div>	<p>DURATION</p> <div style="border: 1px solid #ccc; padding: 2px;">Until Removed ▾</div>
---	---	---

00112233 Basic User1
✕

ADD

Access Lists also control access to Axon Evidence by users outside your agency. This is particularly useful for FOIA and public records requests, as well as sharing files with prosecutors and public defenders. You can share evidence with external users and any Axon Evidence partner agencies.

SHARING WITH PARTNER AGENCIES AND LEGAL PARTNERS

Since these external users already have Axon Evidence credentials, accessing the evidence shared is as easy as logging into the application. After you have added the evidence, you share the case with the trusted partner agencies that you choose.

▪ **Must integrate seamlessly with the TechShare platform**

The Axon Evidence Partner API provides a programmatic means to access the data in your Axon Evidence agency set-up. In simple terms, you can set up a way for your existing systems, such as TechShare, to talk to Axon Evidence. This transfer of data combines the information you need to increase effectiveness, saves time, and ensures Axon Evidence is an up-to-date and useful tool for the members of your force.

Axon Evidence uses a specific structure to ensure your information is organized, accessible, and secure to those who need it. Your set-up uses the following areas to organize the data relevant to your organization:

- ▶ Users
- ▶ Groups
- ▶ Cases
- ▶ Evidence
- ▶ Inventory
- ▶ Reports

Within the infrastructure outlined above, your Axon Evidence instance houses all of your captured evidence, the metadata associated with your videos, and information about your devices. However, your agency's other systems contain operational details that can paint a better and more detailed picture of what your officers are experiencing in the field. Moving information from these other systems into Axon Evidence would typically be a manual process. But, with the Partner API, a secure link is established between the two systems. When one is updated, that same data is pushed through to the appropriate section of Axon Evidence. This consolidation increases the quality of the information your officers can use and share with interested parties and ensures accuracy across your organizational systems.

An Axon Pre-Sales Engineer will perform a scoping call with the Village prior to deployment. This will ensure all of the necessary pieces are in place to for a seamless integration between Axon Evidence and TechShare.

▪ **Ability to create custom sorting for all digital evidence**

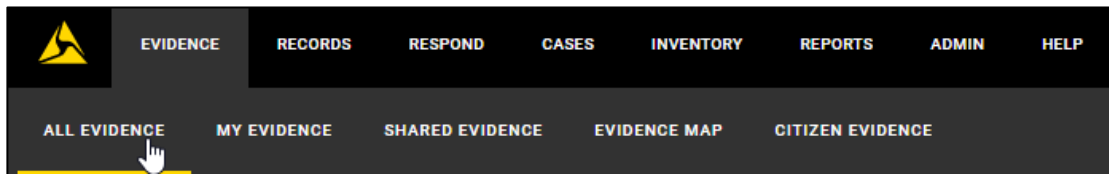
The search functionality in Axon Evidence is designed to minimize the time spent by a user trying to locate a video file. The search interface consists of a simple layout, while still providing advanced searching and sorting capabilities and additional controls for how search results are displayed. Search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

To filter search results, a user enters specific information or metadata—such as an evidence ID, owner, or date. Those entries will help reduce an agency's entire catalog of evidence down to a condensed list of relevant evidence. In addition to standard metadata filters, the Evidence Search page supports filtering evidence by agency-specific custom metadata fields within the advanced search section to narrow the results further.

EVIDENCE SEARCH FILTERS

A user can start a search from any of the following search pages:

- ▶ **ALL EVIDENCE** – Populates all evidence in an agency’s instance of Axon Evidence, regardless of ownership or permissions
- ▶ **MY EVIDENCE** – Populates only the evidence associated with the user
- ▶ **SHARED EVIDENCE** – Populates evidence that has been shared
- ▶ **EVIDENCE MAP** – Populates evidence with location data attached
- ▶ **CITIZEN EVIDENCE** – Populates evidence that has been submitted via a Citizen public portal or invite



STANDARD EVIDENCE SEARCH FIELDS

- ▶ **ID** – Limits search results to evidence with an ID that includes the characters entered in the **ID** field; to search for evidence without an associated ID, a user can enter “None” in the **ID** field
- ▶ **TITLE** – Limits search results to evidence with a title that includes the characters entered into the **Title** field
- ▶ **USER OR GROUP** – Limits search results to evidence owned by a user or members of a group specified; if searching from the **My Evidence** page, their user name will automatically populate in the **User or Group** field
- ▶ **DATE** – Limits search results by either the recorded, uploaded, or deletion date of evidence, as selected; users must specify dates by using the **From** and **To** boxes to populate inclusive evidence captured within the specified date range
 - ▶ **FROM** – The start of the date range. If the **From** box is empty, the date range begins with the earliest date
 - ▶ **TO** – The end of the date range. If the **To** box is empty, the date range ends with today.
 - ▶ **TIME** – Users can select the time in hour and minute increments via the **Start** and **End** parameters in the **Date** search filter (**From** and **To**)
 - ▶ **NOW** – Users can click the **Now** button within the **Date** search filter (**From** and **To**) to quickly search for evidence submitted to the system on the same day
- ▶ **CATEGORY** – Limits search results to evidence assigned to the category selected; by default, search results include evidence assigned to any category, including uncategorized evidence; to search for evidence without an associated category, a user can enter “None” in the **ID** field

- ▶ **TAG** – Limits search results to evidence with tags that include the characters you enter in the **Tag** field; To search for evidence without an associated category, a user can enter “None” in the **Tag** field
- ▶ **CUSTOM METADATA** – Limits search results to show evidence associated with custom metadata created by an agency

The screenshot shows a search interface with the following fields and controls:

- ID**: Text input field
- TITLE**: Text input field
- USER OR GROUP**: Text input field
- DATE**: Two date pickers labeled 'Start' and 'End'
- CATEGORY**: Dropdown menu
- TAG**: Text input field
- CUSTOM METADATA**: Text input field
- SHOW ADVANCED SEARCH**: Button
- RESET FILTERS**: Button
- SEARCH**: Button

ADVANCED EVIDENCE SEARCH FIELDS

If a user requires more granularity in their search, they can click the **Show Advanced Search** button, which will display additional search criteria options.

The screenshot shows the advanced search interface with the following sections and options:

- FILE TYPE**:
 - Video
 - Audio
 - Document
 - Image
 - Firing Log
 - Other
- STATUS**:
 - Active
 - Processing
 - Queued for Deletion
 - Excluded
 - Deleted
 - Declined
 - Pending Triage
- USER ASSOCIATION**:
 - Uploaded By
 - Owner
 - Access List
 - Restricted
- DATE TYPE**:
 - Recorded On
 - Uploaded On
 - Deleted On
- FLAG**:
 - Flagged
 - Not Flagged
- SOURCE**:
 - Body Worn Cameras
 - Fleet
 - CEWs
 - Other
- DEVICE SERIAL**: Text input field
- VEHICLE**: Text input field
- MOUNT ORIENTATION**: Dropdown menu

- ▶ **FILE TYPE** – Limits search results to the selected file type; by default, search results include all file types
- ▶ **STATUS** – Limits search results to evidence with a specific status; by default, an evidence search will populate **Active** evidence
- ▶ **USER ASSOCIATION** – Limits search results to evidence uploaded or owned by a specific user, as well as what access lists their evidence is associated with
- ▶ **DATE TYPE** – Limits search results based on when a piece of evidence was recorded, uploaded, or deleted
- ▶ **FLAG** – Limits search results to evidence with either a **Flagged** or **Unflagged** status
- ▶ **SOURCE** – Limits search results to evidence from the selected device type that produced the evidence file; the categories include **Body Worn Cameras**, **Fleet**, **CEWs**, and **Other** (which includes evidence with no device type and evidence that has been extracted and redacted)
- ▶ **DEVICE SERIAL NUMBER** – Limits search results to evidence from a particular device, which can be useful when making bulk edits
- ▶ **VEHICLE** – Limits search results to evidence from a particular vehicle

- ▶ This field only appears if an agency uses Axon Fleet, and the vehicle has been added to an account with the Vehicle configuration
- ▶ **MOUNT ORIENTATION** – Limits search results to evidence captured by a specific in-car camera (**Front** or **Rear**)
 - ▶ This field only appears if an agency uses Axon Fleet, and the vehicle has been added to an account with the Vehicle configuration
- ▶ **CUSTOM METADATA** – Allows users to search for evidence by custom metadata fields created by your agency and users; custom metadata fields will appear as empty entry fields labeled by custom metadata type

EVIDENCE GROUP <input type="text"/>	ADDITIONAL_INTERVIEWER_1 <input type="text"/>	ADDITIONAL_INTERVIEWER_2 <input type="text"/>	ADDITIONAL_INTERVIEWER_3 <input type="text"/>	CALEA <input type="text"/>
CLASS <input type="text"/>	EVENT NUMBER <input type="text"/>	EXPORTED BY <input type="text"/>	INTERVIEWEE <input type="text"/>	INTERVIEWER1 <input type="text"/>
INTERVIEWER_2 <input type="text"/>	INTERVIEW_TYPE <input type="text"/>	INVESTIGATION <input type="text"/>	NOTES <input type="text"/>	ORIGINAL FILE NAME <input type="text"/>
REPORT FIELD <input type="text"/>	TEST DROP DOWN <input type="text"/>	TRAINING LEVEL <input type="text"/>	TRAINING TYPE <input type="text"/>	

ADDITIONAL SEARCH FUNCTIONALITY

- ▶ **AUTO-COMPLETE** – If a user places their cursor into a certain text field or types in characters, the field will generate a short drop-down of search recommendations
- ▶ **AUTO-UPDATE** – As a user types characters into a search field, checks a box, or selects an item from a drop-down list, the search results will update in real-time
- ▶ **MULTIPLE PARAMETERS** – As part of our basic and advanced search functions, a user can search by any desired combination of the parameters available
- ▶ **SPECIFIC PARAMETER EXCLUSIONS** – As part of our basic and advanced search functions, a user can search by excluding any desired combination of the parameters available
- ▶ **DEFINED PARAMETERS USING “WILDCARD” SEARCH** – As part of our basic and advanced search functions, a user can specify certain parameters, and then add information to any free-form text field to search with more granularity
- ▶ **SPECIFIED RANGES** – Axon Evidence supports a variety of searches based on a specified range of either time or date

Please note that all search results are based on user access, so, if a user does not have access to certain evidence, that evidence will not be accessible from the search results.

SORTING AND FILTERING SEARCH RESULTS

By default, search results are displayed in the order of the most recent **Recorded On** times; however, users can also filter search results by the following filter columns: **ID**, **Title**, **Uploaded On**, and **Recorded On**. By simply clicking on the desired filter column display name, the evidence list will repopulate to meet the selected filter criteria.

<input type="checkbox"/> ID	TITLE 	OWNER	UPLOADED BY	UPLOADED ON	RECORDED ON 	CATEGORY	STATUS
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▪ Ability to annotate video











The Village can add or edit a description of evidence after it is uploaded to Axon Evidence. You can also post notes about evidence. In addition to the text of the note, Axon Evidence shows the author of the note and the date and time that the note was created and updated.



▪ Ability to access and watch BWC, squad car and interview room video and audio over the Internet/via the cloud/network

Axon Evidence is accessible from any device and location with an Internet connection and a supported browser.

The Axon Evidence media player enables you to play audio and video evidence files that are in supported file types, including all Axon-generated body-worn camera, in-car camera, and interview room video.

MEDIA PLAYER ACTIONS

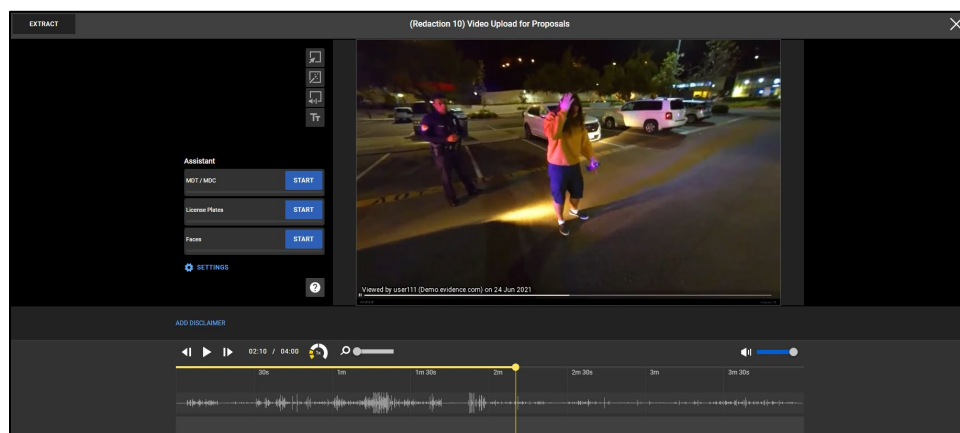
ACTION	STEPS
Play	Click 
Play faster or slower	Click the playback speed selector until the speed you want is selected. You can choose from standard speed (1X), double speed (2X), or quadruple speed (4X)
View Thumbnails	Over the scrub bar, hover the mouse pointer above the time for which you want to see a thumbnail A thumbnail image for the time appears
Jump Ahead or Back	On the scrub bar, click and hold the scrub handle and drag it to the time desired in the media file
Skip to Events	Click  or  The video jumps to the previous or next marker or clip
Pause	Click 
View Frame by Frame	Click 
View Full Screen	To enter full-screen viewing mode, click  To exit full-screen viewing mode, click 
Rotate Screen	Click  Click 
Change video quality	Click 

	Click the desired video quality
Mute, Unmute, or Control Volume	To mute audio, click  To unmute audio, click  To raise or lower the audio volume, click and hold the audio slider and drag it left (quieter) or right (louder), as needed.

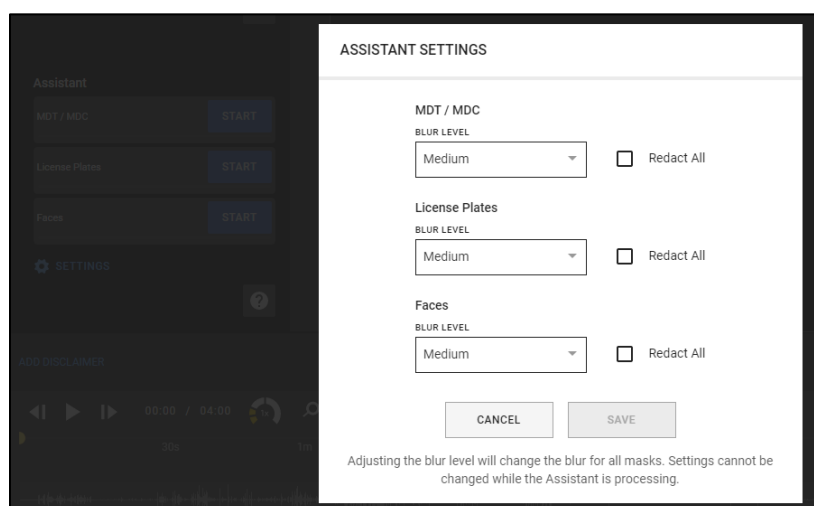
▪ **Ability to create redaction records on any digital video or images captured**

Within Axon Evidence, users can leverage our built-in redaction suite—which includes our full-featured Redaction Studio, automatic Redaction Assistant tools, and basic redaction capabilities—directly from the cloud.

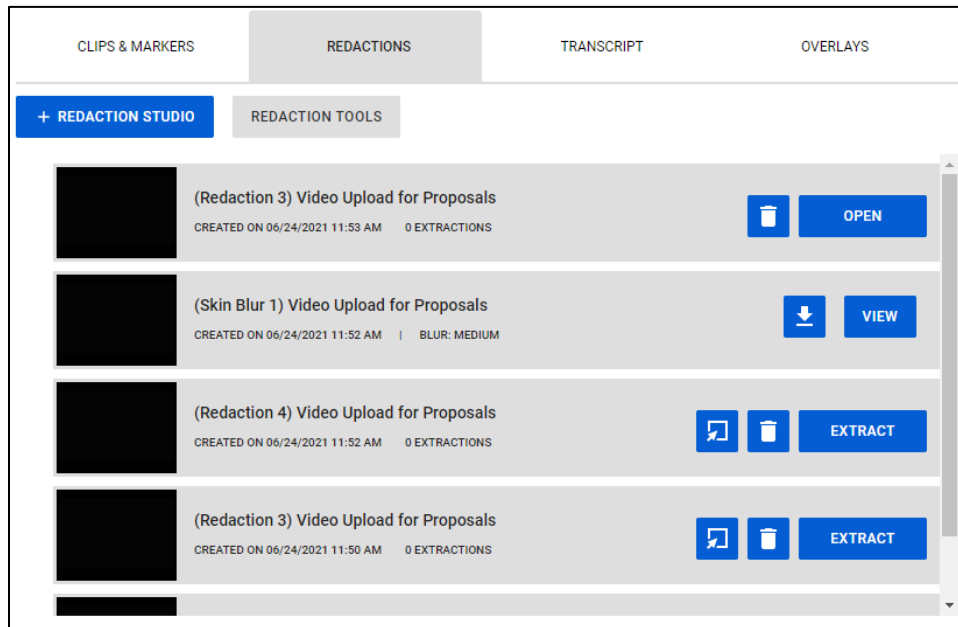
Redaction Studio allows users to review, playback, and redact an evidence file, as well as utilize redactions and annotation tools to determine what can be seen and heard when viewing a video or image. Redaction Studio can work with any supported video or image file, whether or not it was captured with an Axon device.



Within Redaction Studio, users can access Redaction Assistant tools if implemented as an add-on to Axon’s redaction suite. The three assistant tools—including the MDT/MDC Tracker, License Plates Tracker, and Faces Tracker—can help speed up the redaction process by checking videos for common objects and automatically adding mask segments to MDT/MDCs, license plates, and faces that have been identified.



As changes are made and redactions are created, Axon Evidence never alters an original evidence file. Instead, the system generates a list of each redaction associated with the evidence file, which can be accessed from the Redaction tab under the media player on the Evidence Details page. As multiple redactions are made, this list can help users easily access their redactions and ensure evidence integrity is maintained.



With proper permissions and licenses, users can either manually redact evidence with precision using the Redaction Studio or utilize automated Redaction Assistant tools to expedite the redaction process. These tools include:

BASIC REDACTION TOOLS

- ▶ Manual Redaction
- ▶ Object Tracker
- ▶ Skin Blur

REDACTION STUDIO TOOLS

- ▶ Manual Mask
- ▶ Object Tracker
- ▶ Audio Mask
- ▶ Extract Audio
- ▶ Add Disclaimer
- ▶ Redact Image
- ▶ Text

REDACTION ASSISTANT TOOLS*

- ▶ MDT/MDC Tracker
- ▶ License Plate Tracker
- ▶ Faces Tracker

*Redaction Assistant tools are an add-on to Redaction Studio

▪ **Integrated smart phone application for officers to capture digital evidence in the field**

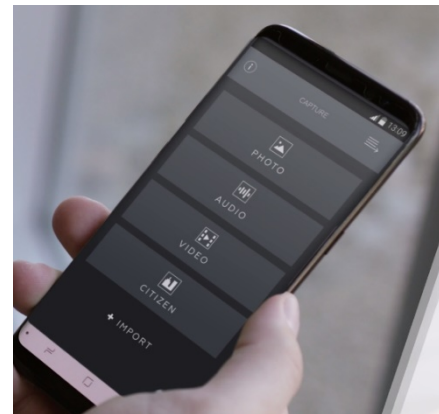
Our Axon Capture smart phone application streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. It allows officers to capture photos, videos, and audio recordings using the technology already in their pocket, with the security and organization to protect truth.

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field.

The mobile application eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories, and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

MOBILE MEDIA MANAGEMENT

- ▶ Leverages smartphone features for digital evidence recording
- ▶ Photos and videos are automatically tagged with GPS data
- ▶ Metadata can be added directly from the scene
- ▶ Integration with desktop Axon Evidence platform is seamless
- ▶ Once uploaded to Axon Evidence, the files are deleted from the device, preventing the risk of a subpoena.



▪ **Public interface for requesting and capturing digital evidence from citizens**

Our Axon Citizen offering makes it easy for members of the public to submit photos, videos, and other digital files related to an incident, and for your agency to manage that content in Axon Evidence. This technology-based collaboration between law enforcement agencies and the citizens they serve will support community relations and help lead to more informed and successful prosecutions.



Axon Citizen consists of two services—Axon Citizen for Officers and Axon Citizen for Communities. Axon Citizen for Officers facilitates one-on-one officer evidence collection from witnesses in the field, typically via smart devices. Axon Citizen for Communities allows agencies to solicit and collect evidence from the community at large through secure public portals.

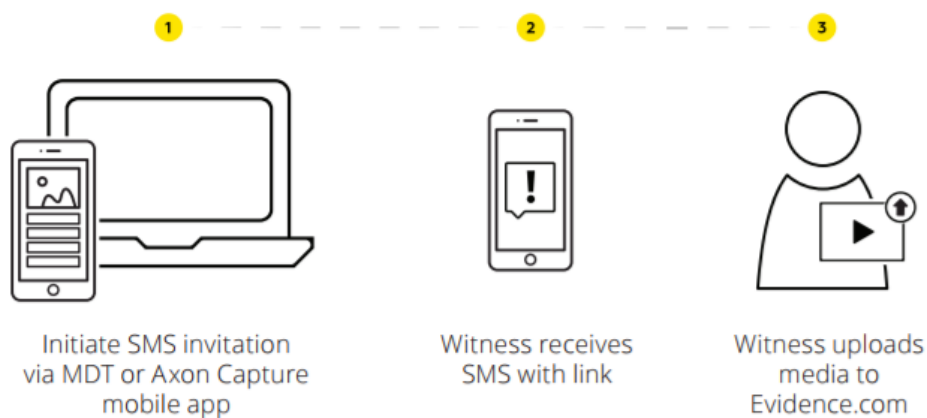
HOW IT WORKS

With Citizen for Officers, users issue individual invitations via text or email containing links that witnesses can use to upload potential evidence files. With Citizen for Communities, agencies set up and announce public portals through which community members can request text links to submit files to the agency.

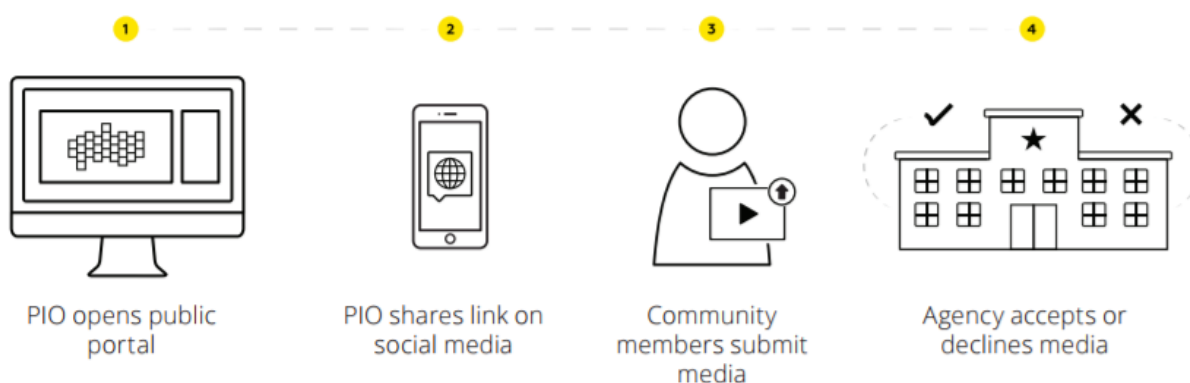
All submissions are scanned for viruses and then go straight into Axon Evidence with your agency's other files, eliminating any need to download, print, or transfer content to a USB drive, and submit it to the evidence locker. All submissions will be automatically categorized and searchable within Axon Evidence to simplify case building.

Axon Citizen's triage tool in Axon Evidence allows the officer reviewing submissions to decide which content to accept or decline quickly.

AXON CITIZEN FOR OFFICERS



AXON CITIZEN FOR COMMUNITIES



▪ **System software that can be installed on computer hardware of the police department's choice**

Axon Evidence does not require any installation of software or any specific computer hardware in order to function.

Axon offers Evidence Sync, which is a desktop-based application that enables evidence in various formats and from multiple sources to be uploaded, stored, and managed in one location. It can be installed on local computer hardware.

Users can manage and upload data from the following:

- ▶ TASER Energy Weapons
- ▶ TASER Energy Weapons Smart Weapon Logs
- ▶ TASER CAM
- ▶ TASER CAM HD
- ▶ Axon Body-Worn Camera Video
- ▶ Still Photos
- ▶ Network Servers
- ▶ SD Cards
- ▶ CD/DVDs
- ▶ Computer Folders

All the equipment, including the BWC, and systems must be operational for the Village's use no later than January 1, 2022, unless otherwise specified herein.

Upon notification that Axon is the successful vendor, Axon will work expeditiously to complete contract negotiations with the Village. Additionally, our Professional Services team will complete a final scoping call prior to deployment activities begin to ensure alignment between Axon and the Village.

QUOTE

We would like to include the following quote for the Village's consideration. We have developed it to closely match the requested specifications. We would be happy to customize it further upon request.

Q-330770-44453.784KP
 Issued: 09/14/2021
 Quote Expiration: 09/30/2021
 EST Contract Start Date: 11/15/2021
 Account Number: 109806
 Payment Terms: N30
 Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1 800.978.2737



SALES REPRESENTATIVE
 Kyle Panasewicz
 Phone: +1 4803294734
 Email: kylep@axon.com
 Fax: (480) 905-2071

PRIMARY CONTACT
 Phone: 708-434-5663
 Email: jthayer@downers.us
 Fax: (630) 4341797

SHIP TO
 Business: Delivery Invoice-825
 Burlington Ave
 825 Burlington Ave
 Downers Grove, IL 60515-4783
 USA

BILL TO
 Downers Grove Police Dept. - IL
 825 Burlington Ave
 Downers Grove, IL 60515-4783
 USA
 Email:

Bundle Savings	\$140,223.77
Additional Savings	\$93,458.63
TOTAL SAVINGS	\$233,682.40

Program Length	61 Months
TOTAL COST	\$698,841.20
ESTIMATED TOTAL W/ TAX	\$698,841.20

PAYMENT PLAN	INVOICE DATE	AMOUNT DUE
Year 1 Fleet	Oct, 2021	\$55,386.61
Year 1 BWC Evidence.com	Nov, 2021	\$79,553.42
Year 1 Interview Room	Nov, 2021	\$4,828.19
Year 2 Fleet	Nov, 2022	\$55,386.64
Year 2 Interview Room	Nov, 2022	\$4,828.18
Year 2 BWC Evidence.com	Nov, 2022	\$79,553.42
Year 3 Fleet	Nov, 2023	\$55,386.64

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Year 3 Interview Room	Nov, 2023	\$4,828.18
Year 3 BWC Evidence.com	Nov, 2023	\$79,553.42
Year 4 Fleet	Nov, 2024	\$55,386.64
Year 4 Interview Room	Nov, 2024	\$4,828.18
Year 4 BWC Evidence.com	Nov, 2024	\$79,553.42
Year 5 Fleet	Nov, 2025	\$55,386.64
Year 5 BWC Evidence.com	Nov, 2025	\$79,553.42
Year 5 Interview Room	Nov, 2025	\$4,828.18

Quote Details

Item	Description	QTY
DynamicBundle	Dynamic Bundle	4
Fleet3A	Fleet 3 Advanced	4
Fleet3A	Fleet 3 Advanced	17
BWCamTAP	Body Worn Camera TAP Bundle	71
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	9
DynamicBundle	Dynamic Bundle	71
AB3C	AB3 Camera Bundle	71
AB3MBD	AB3 Multi Bay Dock Bundle	9
BasicLicense	Basic License Bundle	71
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	2
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	4
BWCamTAP	Body Worn Camera TAP Bundle	4

Bundle Summary

Category	Item	Description	QTY
Other	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	4
Other	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	4

Bundle: Dynamic Bundle Quantity: 4 Start: 11/15/2021 End: 12/14/2021 Total: 14853.2 USD

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Other	71087	FLEET WIRELESS MICROPHONE CHARGING DOCK	4
Other	71086	FLEET WIRELESS MICROPHONE	4
Other	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	4
Other	71088	AXON FLEET 2 KIT	4
Other	87050	FLEET VIEW XL LICENSE	4
Other	74063	FLEET 2 NEW INSTALLATION (PER VEHICLE)	4
Other	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	4

Bundle: Fleet 3 Advanced Quantity: 4 Start: 12/15/2021 End: 12/14/2026 Total: 49919.99 USD

Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	8
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	4
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	4
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	4
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	4
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	4
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	4
Axon Signal Unit	70112	AXON SIGNAL UNIT	4
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	4
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	4

Bundle: Fleet 3 Advanced Quantity: 17 Start: 12/15/2021 End: 12/14/2026 Total: 212159.99 USD

Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	34
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	17
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	17
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	17
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	17
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	17
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	17
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	17
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	17
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	17
Axon Signal Unit	70112	AXON SIGNAL UNIT	17
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	17
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	17

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Bundle: Body Worn Camera TAP Bundle **Quantity: 71** **Start: 12/15/2021** **End: 12/14/2026** **Total: 119280.01 USD**

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	71
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	73
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	73
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle **Quantity: 9** **Start: 12/15/2021** **End: 12/14/2026** **Total: 15930 USD**

Category	Item	Description	QTY
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9

Bundle: Dynamic Bundle **Quantity: 71** **Start: 12/15/2021** **End: 12/14/2026** **Total: 30737.2 USD**

Category	Item	Description	QTY
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	71

Bundle: AB3 Camera Bundle **Quantity: 71** **Start: 12/15/2021** **End: 12/14/2026** **Total: 49629 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	71
Spare Camera	73202	AXON BODY 3 - NA10	2
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	71
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	71
Other	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8

Bundle: AB3 Multi Bay Dock Bundle **Quantity: 9** **Start: 12/15/2021** **End: 12/14/2026** **Total: 13850.1 USD**

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	9

Bundle: Basic License Bundle **Quantity: 71** **Start: 12/15/2021** **End: 12/14/2026** **Total: 64240.8 USD**

Category	Item	Description	QTY
E.com License	73840	EVIDENCE.COM BASIC LICENSE	71
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	71

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Bundle: Pro License Bundle				Quantity: 5	Start: 12/15/2021	End: 12/14/2026	Total: 11760 USD
Category	Item	Description	QTY				
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5				
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15				

Bundle: Dynamic Bundle				Quantity: 2	Start: 12/15/2021	End: 12/14/2026	Total: 11400 USD
Category	Item	Description	QTY				
Other	12338	AXON AIR EVIDENCE.COM LICENSE	2				

Bundle: Dynamic Bundle				Quantity: 1	Start: 12/15/2021	End: 12/14/2026	Total: 0 USD
Category	Item	Description	QTY				
Other	85144	AXON STARTER	1				

Bundle: Dynamic Bundle				Quantity: 1	Start: 12/15/2021	End: 12/14/2026	Total: 24140.91 USD
Category	Item	Description	QTY				
Other	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	3				
Other	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2				
Other	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	3				

Bundle: Dynamic Bundle				Quantity: 1	Start: 11/15/2021	End: 12/14/2026	Total: 0 USD
Category	Item	Description	QTY				
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100				

Bundle: AB3 Camera Bundle				Quantity: 4	Start: 11/15/2021	End: 12/14/2026	Total: 0 USD
Category	Item	Description	QTY				
Camera	73202	AXON BODY 3 - NA10	4				
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5				
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5				

Bundle: Body Worn Camera TAP Bundle				Quantity: 4	Start: 11/15/2021	End: 12/14/2026	Total: 0 USD
Category	Item	Description	QTY				
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	4				
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	4				

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Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	4
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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.

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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 as well as the RFP 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.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00025310 (originated via Q-171568) and is terminating that contract upon the new license start date (11/15/2021) of this quote.

The parties agree that Axon is granting a refund of \$1,737.83 to refund paid, but undelivered services. This discount is based on a ship date range of 10/15/2021-10/15/2021, resulting in a 11/15/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

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 Village of Downers Grove ("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.

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 fourteen (14) 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 14 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

AGNECY 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 component, 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.

APPENDIX

PROTECT
LIFE

LIST OF AUTHORIZED SIGNATORIES

As requested, we have included the below signature authorization document which permits Robert Driscoll to execute the offer for the corporation.

DocuSign Envelope ID: 5849408E-F3B1-48C9-BF77-09AD6ED91C41

SECRETARY'S CERTIFICATE OF AXON ENTERPRISE, INC.

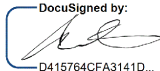
January 22, 2021

Reference is made to the Authorization and Delegation of Signature Authority policy of Axon Enterprise, Inc., a Delaware corporation ("Company").

The undersigned certifies that he is the duly elected and qualified Secretary of the Company and does hereby certify, solely in such capacity and not in an individual capacity, as of the date set forth above, that the individuals listed in Attachment A, attached hereto and incorporated herein by reference, are duly authorized signatories of the Company and its respective subsidiaries.

IN WITNESS WHEREOF, I have signed this certificate as of the date set forth above as the duly elected and qualified Secretary of the Company:

AXON ENTERPRISE, INC.

By:  _____
Isaiah Fields, Secretary

Attachment:
A – List of authorized signatories

DocuSign Envelope ID: 5849408E-F3B1-48C9-BF77-09AD6ED91C41

Attachment A

List of authorized signatories

Country	State	Entity	Name
AU	N/A	Axon Public Safety Australia Pty Ltd	Jawad Ahsan
AU	N/A	Axon Public Safety Australia Pty Ltd	Joshua Isner
AU	N/A	Axon Public Safety Australia Pty Ltd	Luke Larson
AU	N/A	Axon Public Safety Australia Pty Ltd	Nathan Sawtell
CA	N/A	Axon Public Safety Canada Inc.	Jawad Ahsan
CA	N/A	Axon Public Safety Canada Inc.	Joshua Isner
CA	N/A	Axon Public Safety Canada Inc.	Luke Larson
CA	N/A	Axon Public Safety Canada Inc.	Vishal Dhir
CA	N/A	Axon Public Safety Canada Inc.	Robert E. Driscoll, Jr.
CA	N/A	Axon Public Safety Canada Inc.	James Zito
DE	N/A	Axon Public Safety Germany SE	Christian Scherf
DE	N/A	Axon Public Safety Germany SE	Jawad Ahsan
DE	N/A	Axon Public Safety Germany SE	Joshua Isner
DE	N/A	Axon Public Safety Germany SE	Luke Larson
DE	N/A	Axon Public Safety Germany SE	Patrick Smith
FI	N/A	Axon Public Safety Finland Oy	Douglas Klint
FI	N/A	Axon Public Safety Finland Oy	Isaiah Fields
FI	N/A	Axon Public Safety Finland Oy	James Reitz
FI	N/A	Axon Public Safety Finland Oy	Joshua Goldman
FI	N/A	Axon Public Safety Finland Oy	Luke Larson
HK	N/A	Axon Public Safety Hong Kong Limited	Joshua Isner
HK	N/A	Axon Public Safety Hong Kong Limited	Nathan Sawtell
HK	N/A	Axon Public Safety Hong Kong Limited	Robert E. Driscoll, Jr.
IN	N/A	Axon Public Safety India Private Limited	Nathan Sawtell
IN	N/A	Axon Public Safety India Private Limited	Robert E. Driscoll, Jr.
IT	N/A	Axon Enterprise Italia S.R.L.	Loris Angeloni
IT	N/A	Axon Enterprise Italia S.R.L.	Isaiah Fields
IT	N/A	Axon Enterprise Italia S.R.L.	Joshua Goldman
NL	N/A	Axon Public Safety B.V.	Luke Larson
NL	N/A	Axon Public Safety B.V.	Joshua Isner
NL	N/A	Axon Public Safety B.V.	Isaiah Fields
NL	N/A	Axon Public Safety B.V.	Jawad Ahsan
NL	N/A	Axon Public Safety B.V.	Robert E. Driscoll, Jr.
NL	N/A	Axon Public Safety B.V.	James Zito
NL	N/A	TASER Holland B.V.	Axon Public Safety B.V.
UK	N/A	Axon Public Safety UK Limited	Jawad Ahsan
UK	N/A	Axon Public Safety UK Limited	Joshua Isner
UK	N/A	Axon Public Safety UK Limited	Luke Larson
UK	N/A	Axon Public Safety UK Limited	Mike Ashby-Clarke
US	DE	Axon Enterprise Holding Company LLC	Patrick Smith
US	DE	Axon Enterprise, Inc.	Andrea James
US	DE	Axon Enterprise, Inc.	Arvind Bobra

DocuSign Envelope ID: 5849408E-F3B1-48C9-BF77-09AD6ED91C41

US	DE	Axon Enterprise, Inc.	Bill Denzer
US	DE	Axon Enterprise, Inc.	Bryan Wheeler
US	DE	Axon Enterprise, Inc.	Chris Kirby
US	DE	Axon Enterprise, Inc.	Craig Trudgeon
US	DE	Axon Enterprise, Inc.	Daan Lindhout
US	DE	Axon Enterprise, Inc.	David Waxberg
US	DE	Axon Enterprise, Inc.	Elizabeth Hart
US	DE	Axon Enterprise, Inc.	Eric Hertz
US	DE	Axon Enterprise, Inc.	Hans Moritz
US	DE	Axon Enterprise, Inc.	Henrik Kühl
US	DE	Axon Enterprise, Inc.	Isaiah Fields
US	DE	Axon Enterprise, Inc.	James Reitz
US	DE	Axon Enterprise, Inc.	James Zito
US	DE	Axon Enterprise, Inc.	Jason Hartford
US	DE	Axon Enterprise, Inc.	Jawad Ahsan
US	DE	Axon Enterprise, Inc.	Jeffrey Kunins
US	DE	Axon Enterprise, Inc.	Jenner Holden
US	DE	Axon Enterprise, Inc.	Joshua Goldman
US	DE	Axon Enterprise, Inc.	Joshua Isner
US	DE	Axon Enterprise, Inc.	Luke Larson
US	DE	Axon Enterprise, Inc.	Mark Wachtmann
US	DE	Axon Enterprise, Inc.	Matt Angorn
US	DE	Axon Enterprise, Inc.	Matt Morstad
US	DE	Axon Enterprise, Inc.	Mike Shore
US	DE	Axon Enterprise, Inc.	Mike Wagers
US	DE	Axon Enterprise, Inc.	Patrick Smith
US	DE	Axon Enterprise, Inc.	Richard Coleman
US	DE	Axon Enterprise, Inc.	Robert E. Driscoll, Jr.
US	DE	Axon Enterprise, Inc.	Sonya Koptyev
US	DE	Axon Enterprise, Inc.	Sydney Siegmeth
US	DE	Axon Enterprise, Inc.	Tony Biagne
US	DE	Axon Enterprise, Inc.	Yasser Ibrahim
US	DE	Axon Enterprise, Inc.	Vito Sabella
US	WA	VIEVU, LLC	Isaiah Fields
US	WA	VIEVU, LLC	James Zito
US	WA	VIEVU, LLC	Jawad Ahsan
US	WA	VIEVU, LLC	Luke Larson
US	WA	VIEVU, LLC	Robert E. Driscoll, Jr.
VN	N/A	Axon Public Safety Southeast Asia LLC	Luke Larson
VN	N/A	Axon Public Safety Southeast Asia LLC	Vito Sabella

EXCEPTIONS & AXON MASTER SERVICES AND PURCHASING AGREEMENT



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

September 15, 2021

Village of Downers Grove, Illinois
Purchasing Agent
801 Burlington Avenue
Downers Grove, Illinois 60515

RE: Requested Exceptions to RFP-8032021-0-2021/JD for Body, Car and Evidence Room Cameras and Digital evidence Management

Please find below Axon Enterprise, Inc.'s (Axon) proposed terms for the above-referenced solicitation. Axon is open to further discussions regarding requested changes. Notwithstanding what is stated in the RFP, Axon shall not be bound to any terms contained therein unless: (i) the Agency confirms in writing its acceptance of these deviations as fully incorporated therein or (ii) authorized representatives of both parties execute a written contract that is separate from this RFP.

1. **Addition of Axon's Terms and Conditions.** Axon respectfully requests that its Master Services and Purchasing Agreement (the "MSPA") be appended to any contract resulting from the award of this RFP. Axon agrees to negotiate with the Village on these terms and conditions. In the event of any conflict between the MSPA and the terms of the RFP, the terms of the RFP shall take precedence. Axon shall additionally prepare a Statement of Work (SOW) which will be executed between the parties prior to the performances of any services hereunder.
2. **II. Terms and Conditions, Section. 7.1.** Axon respectfully requests the following modifications to this Section.

To the fullest extent permitted by law of its fault, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct [...]
3. **II. Terms and Conditions, Section. 10.1.7.** Axon respectfully requests the following modifications to this Section, and acknowledges its responsibility for ensuring compliance of any proposed subcontractor with the requirements of the Village.

That it will include verbatim or by reference the provisions of substantially similar requirements as those contained in this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors [...]
4. **II. Terms and Conditions, Section. 15.1.** Axon respectfully requests the following modifications to this Section. Axon notes that notwithstanding the content of its previously negotiated subcontracts, it remains responsible for ensuring compliance with the relevant

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17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

terms of this contract:

~~All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.~~

5. **II. Terms and Conditions, Section. 17.1.** Axon respectfully requests the following modifications to this Section:

[...] The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default, in accordance with Section 17 of the MSPA. [...]

Best Regards,

A handwritten signature in blue ink, appearing to read 'Ashley Goulden-Kiefer'.

Ashley Goulden-Kiefer
Contracts Manager
agouldenkief@axon.com
309.840.2640

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Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

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

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

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment shall be in accordance with the terms of the RFP.

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

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier.. Agency is responsible for any shipping charges in the Quote.

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

7 **Warranty.**

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

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Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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

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

- 7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

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

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

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed \$500,000.00. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

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

- 9 Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

- 12 Insurance.** RESERVED.

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- 13 **Indemnification**. RESERVED.
- 14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination**.
- 17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality**. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter.. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 19 **General**.
- 19.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Attn: Street Address City, State, Zip Email
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- 19.12 Entire Agreement.** This Agreement, including the terms and conditions of the RFP-8032021-0-2021/JD for Body, Car and Evidence Room Cameras and Digital Evidence Management including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Axon Cloud Services Terms of Use Appendix

- 1 **Definitions.**

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

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

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

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

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

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

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Professional Services Appendix

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

System set up and configuration <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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

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

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency

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<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

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

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

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

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

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

- 8 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 9 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 10 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11 Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 14 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 14 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

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

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage 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 Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

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



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

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

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Axon Enterprise, Inc.
Company Name

Date: 8.11.2021

17800 N. 85th St.
Street Address of Company

contracts@axon.com
Email Address


Scottsdale, AZ 85255
City, State, Zip

Kyle Panasewicz
Contact Name (Print)

800.978.2737
Business Phone

800.978.2737
13-Hour Telephone

480.991.0791
Fax


Signature of Officer, Partner or
Sole Proprietor

Robert Driscoll, VP, Associate General Counsel and
Assistant Corporate Secretary
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Axon Enterprise, Inc.

ADDRESS: 17800 N. 85th St.

CITY: Scottsdale

STATE: AZ

ZIP: 85255

PHONE: 800.978.2737 FAX: 480.991.0791

TAX ID #(TIN): 86-0741227

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Axon Enterprise, Inc.

ADDRESS: PO Box 29661 Dept. 2018

CITY: Phoenix

STATE: AZ ZIP: 85038

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Corporation**
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE: DATE: 8.11.2021

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

REQUEST FOR PROPOSAL

With regard to (Professional Services), Proposer Axon Enterprise, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

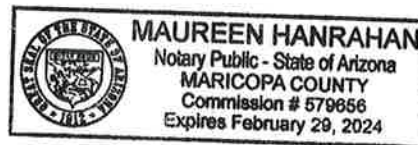
8 6 - 0 7 4 1 2 2 7

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 11th day of August, 2021


Notary Public



Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Axon Enterprise, Inc., and the full names of its Officers are as follows:

President: Luke Larson

Secretary: Isaiah Fields

Treasurer: N/A. Axon does not have a Treasurer. Jawad Ahsan is our Chief Fianancial Officer. and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES NO (circle one)

Insurer's Name Aon Risk Insurance Services West, Inc.*

Agent David Lewis (Broker)

Street Address 2555 E Camelback Rd, Suite 700
 City, State, Zip Code Phoenix, AZ 85016

Telephone Number 602.427.3200

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Axon Enterprise, Inc.

Robert Driscoll, VP, Associate General Counsel and

Print Name and Title of Authorizing Signature: Assistant Corporate Secretary

Signature: 

Date: 8.11.2021

*Aon is our insurance broker. The Insurer will vary based on the type of policy and coverage requested.

Village of Downers Grove

Suspension or Debarment Certificate
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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Axon Enterprise, Inc.

Address: 17800 N. 85th St.

City: Scottsdale, AZ Zip Code: 85255

Telephone: (800) 978-2737 Fax Number: (480) 991-0791

E-mail Address: contracts@axon.com

Authorized Company Signature: 

VP, Associate General Counsel and Assistant

(Print)Name: Robert Driscoll Title of Official: Corporate Secretary

Date: 8/11/2021

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Robert Driscoll
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name