



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”) duly licensed to conduct business in Washington State, and Snohomish County, a home rule charter county and a political subdivision of the State of Washington (“**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 Exhibit A, Statement of Work (“**SOW**”) attached hereto and by reference made a part hereof. This Agreement is the product of Snohomish County RFP 15-19DW. 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 SOW, and all such subsequent orders placed by the Agency shall be also incorporated into this Agreement as amendments to include a Quote for additional Axon Devices and Services. 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 Devices**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Agency’s purchase order terms and conditions are attached hereto as Appendix A and are incorporated by reference. Any additional 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 Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For 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 SOW (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for one additional 5 year term (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the SOW up to 3% at the beginning of each year of the Renewal Term. New devices and services may require an amendment to the Agreement.

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

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

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

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

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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

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

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

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

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

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

8 **Statement of Work.** Exhibit A, Statement of Work, details the Agency's deliverables and Axon's Service deliverables. 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 amendment. Changes may require an adjustment in fees or schedule.

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- 9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **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.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 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 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 Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.



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- 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. Subject to Section 19 of this Agreement, 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 determines that it 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** **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the Agency for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of Axon are needed for the Agency to respond to a request under the Act, as determined by the Agency, Axon agrees to make them promptly available to the Agency. If Axon considers any portion of any record provided to the Agency under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Axon shall clearly identify any specific information that it claims to be confidential or proprietary. If the Agency receives a request under the Act to inspect or copy the information so identified by Axon and the Agency determines that release of the information is required by the Act or otherwise appropriate, the Agency’s sole obligations shall be to notify Axon (a) of the request and (b) of the date that such information will be released to the requester unless Axon obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Axon fails to timely obtain a court order enjoining disclosure, the Agency will release the requested information on the date specified.

The Agency has, and by this section assumes, no obligation on behalf of Axon to claim any exemption from disclosure under the Act. The Agency shall not be liable to Axon for releasing records not clearly identified by Axon as confidential or proprietary. The Agency shall not be liable to Axon for any records that the Agency releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Axon shall indemnify and hold harmless the Agency, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys’ fees and costs resulting from Axon’s breach of this provision.

- 20** **General.**
- 20.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.
- 20.2 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.
- 20.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 20.4 Non-Discrimination.** It is the policy of the Agency to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Axon shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by Axon of Axon’s compliance with the requirements of chapter 2.460 SCC. If Axon is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter

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2.460 SCC, this contract may be subject to a declaration of default and termination at the Agency's discretion. This provision shall not affect Axon's obligations under other federal, state, or local laws against discrimination.

The Agency assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency sponsored program or activity. The Agency further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

- 20.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 20.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may with 30 days' written notice to the Agency, 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.
- 20.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 20.8 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.
- 20.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 20.10 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.
- 20.11 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: Snohomish County Information Technology
 Attn: Joanie Fadden, IT Admin Services Manager
 3000 Rockefeller Avenue M/S 709
 Everett WA 98201
 DIS.Notices@snoco.org

- 20.12 Entire Agreement.** This Agreement, including the following Appendices and any SOW(s), represents the entire agreement between the Parties:
1. Axon Cloud Services Terms of Use Appendix
 2. Appendix A: Snohomish County Purchase Order Terms and Conditions
 3. Exhibit A: Statement of Work
 4. Exhibit A, Attachment A: Axon Interview Room Configuration and Quote
 5. Exhibit A, Attachment B: Axon Interview Hardware and Software Specifications

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.

Signature:  _____
Name: Robert Driscoll
Title: VP, Assoc. General Counsel
Date: 3/18/2021 | 7:41 PM MST

Agency

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

COUNCIL USE ONLY	
Approved	<u>4/28/2021</u>
ECAF #	<u>2021-0044</u>
MOT/ORD	<u>Motion 21-150</u>



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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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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

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- 6** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers 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.

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.



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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.
- 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.

Snohomish County

Purchase Order Terms & Conditions

Compliance

Supplier agrees that the merchandise delivered, or the work performed, shall comply with all ordinances, code, laws, and regulations applicable to the manufacture, processing, delivery and sale of the merchandise or the work performed, and shall obtain and pay for all required licenses and permits.

Definitions

The term "County" means the County of Snohomish or the buyer. The term "Supplier" means the seller, firm, person, or vendor from whom the merchandise or work has been ordered.

Delivery

The Supplier shall deliver merchandise or cause work to be performed, within the time and the manner specified in this purchase order. All freight charges to be prepaid.

Federal Suspension and Debarment Certification

By delivering on this purchase order, the supplier certifies that its firm and its principals are not currently suspended or debarred by any federal department or agency from participating in federally funded contracts. The Supplier agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this order and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Governing Law

This purchase shall be governed by the laws of the State of Washington. The venue for any legal proceeding regarding this purchase order shall be Snohomish County, Washington.

Inspection

All merchandise is subject to County inspection within ten (10) days upon receipt by County. If upon inspection, any merchandise is found to be unsatisfactory, defective or of inferior quality or fails to meet the specifications of any other requirements of this order, the County may return such merchandise to the Supplier at the Supplier's expense. Failure to notify Supplier of any rejection within the ten (10) day inspection period will be deemed acceptance. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, the Supplier shall replace or repair such merchandise.

Invoices

Invoices shall be accurate, and identify the purchase order number, item numbers, and description of items and/or work performed. Pricing shall match the purchase order. The total invoice amounts may not exceed the total dollar value of the order. Invoices shall show the name of the department to which the items were delivered or for whom the work was performed.

Shipping Instructions

All shipments shall contain a packing slip. Where shipping addresses indicate room numbers or mail stops, the Supplier shall make deliver to that location at no additional charge, including, but not limited to delivery, packing, and/or crating.

Title

Supplier warrants that the merchandise it is selling to the County is free and clear of all liens and encumbrances and that the Supplier has a good marketable title to same.

**EXHIBIT A: Axon Enterprise, Inc.
Snohomish County Sheriff's Office Interview System
Statement of Work**

This Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Software License and Services Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and Axon Enterprise, Inc. (the “**Contractor**”) on _____, 2021.

1. Scope of Work to be performed by Contractor.

The Contractor will provide the County the following:

For the duration of the Agreement, software as a service licensing for up to ten (10) Basic and ten (10) Pro Axon Evidence.com user licenses with related login credentials for the purpose of managing the files generated by the use of Axon Interview audio visual recording hardware. Additional basic or pro user licenses may be ordered by the County under separate purchase order as needed.

For each Axon Interview Room installation (the “System Installation”) ordered under individual purchase order, Contractor will provide specific audio-visual recording hardware as detailed in the Axon Interview Configuration and Quote (Attachment A), and installation services for the hardware.

The Contractor will provide technical specifications and consult with County IT personnel to create a file transfer procedure from County maintained virtual server systems to Evidence.com that will deliver video files securely for storage, editing, and retrieval.

The Contractor will conduct training and remote configuration sessions with County personnel in the use of the Axon Interview systems.

This scope of work is for the Contractor's standard product offerings and does not include any customized development or reporting for the County.

2. Rolling Estoppel.

County assumes responsibility for providing the resources as indicated in the Statement of Work. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a problem has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract, or the

contract price, if Contractor knew of the problem and failed to include it in the applicable report.

In the event Contractor identifies a problem wherein the County is impeding Contractor's ability to perform, Contractor's deficiency report should contain Contractor's suggested solutions in sufficient detail for County project managers to make a prompt decision as to the best solution.

If the problem is one that allows Contractor (within the terms of the Agreement) to ask for changes in the project timetable, the performance standards, the project price or all of these elements, the report should comply with the Section 8 of the Master Services and Purchasing Agreement.

3. Contractor's Responsibilities.

3.1 Contractor shall Provide:

The Contractor will provide the following for this project:

- Single point of contact from Contractor to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- Reports – Weekly and/or monthly status reports as required by SCPM.
- Implementation plan detailed to provide sufficient information to project team to determine key tasks and deliverable timelines.
- Detailed drawings of planned wiring and hardware installation, including product cut sheets.
- Installation of hardware and support for software installation.

3.2 Contractor Tasks and Responsibilities:

On-site Installation of Hardware: Contractor shall travel to Everett, WA, to install and complete testing of all hardware and software functionality as detailed in Attachment A in the Courthouse, or alternate facility specified by the County. The installation schedule shall allow County Sheriff's Office, Facilities and IT staff sufficient time for coordination and end-to-end testing to verify operations of all system components as necessary.

Application Server Installation: The Contractor will provide support to the County for configuration of all aspects of application server setup, installation and update, including establishing user logins, active directory integration, updating operating systems on touch panels, and network connections.

Software Management: The Contractor shall assist the County to complete the final data transfer procedure between the installed hardware, County virtual servers and Evidence.com onsite, or complete it remotely, depending on the Contractor's preference. End user training will not be scheduled until the first interview room installation is complete.

Axon Interview Training: The Contractor shall provide training to the County’s administrative and end user personnel, ensuring familiarity with the interface, basic user functions and functionality related to managing interviews and resulting files. These training sessions may be on-site or remote sessions, as agreed to by both the CPM and the SCPM. The Contractor will guide the County personnel through the following training sessions:

- **Planning Phase** - Contractor will provide project management and implementation assistance, which will support the County's Interview Room Project Team in their planning. Contractor will also provide a detailed system demonstration to support internal stakeholder engagement, policy writing and deployment requirements.
- **Deployment Phase** - Contractor will provide training to provide knowledge transfer from the project team to investigative support functions and administrative users.
- **Online Learning** – Contractor shall provide an online learning management system (LMS), to include a growing selection of training content broken into small single topic videos. The LMS can be viewed from any compatible internet browser.

4. County’s Responsibilities.

4.1 County to Provide:

The County will provide the following for this project:

- Single point of contact from County to act as Project Manager (“SCPM”) and work with Contractor’s Project Manager (“CPM”), or other designated representative.
- Facility CAD drawings for use in preparing installation documentation plan.
- A power and cabling infrastructure and a network environment and that meets system technical requirements as identified in Attachment A and Attachment B.
- Sufficient training space or remote learning environment for Contractor providing each training session at a County facility.

4.2 County Tasks and Responsibilities:

On-site Installation of Hardware: The County shall install and configure all server, data switches, network cable, and power as detailed in Attachment A at the Snohomish County Courthouse, and provide static IP addresses to Contractor of components as specified in Attachment A. County Sheriff’s Office, Facilities and IT representatives shall coordinate with the Contractor to perform end-to-end testing of all system components as necessary.

Application Server Installation: The County shall provide the recording server as specified in the Axon Interview Hardware and Software Specifications (Attachment B), which further detail the specifications and requirements of this task.

Application Software Installation: The County shall provide the virtual kiosk software as specified in the Axon Interview Hardware and Software Specifications (Attachment B), which further detail the specifications and requirements of this task

Training and Administrator Configuration: The County may have as many people attend training sessions and the administrator configuration sessions as deemed necessary by the County. The County shall provide a computer connection for each attendee for class work. Installation of at least one Interview Room System’s hardware (camera, microphone, kiosk) must be completed by the County and by Contractor prior to training.

Deployment Schedule after Training: The County must determine the appropriate timeframe for training and deployment based upon agency-specific factors. A follow-up implementation timeline for the deployment of Axon Interview will be developed by the County in consultation with the Contractor.

5. Project Team Participants:

Axon Project Team		
Role	Name	Responsibilities
Engagement Manager	Willie Barr and Mid-Market Customer Success Manager	<ul style="list-style-type: none"> ▪ Understand agency goals and objectives. ▪ Be responsible for overall project oversight and leadership for completion of tasks and deliverables. ▪ Be responsible for all issue resolution. ▪ Consult on feature use, future needs, ongoing training, upgrades, and related training.
Project Manager	Willie Barr Axon Project Coordinator and Brad Estby Axon TSM	<ul style="list-style-type: none"> ▪ Act as Axon single point of contact for project. ▪ Manage project resources and deliverables. ▪ Schedule and attend or assign an attendee to all on-site activities. ▪ Directly coordinate with County Project Mgr. ▪ Oversee System setup and configuration. ▪ Attend all project meetings and needs analysis sessions to identify conversion needs. ▪ Develop and deliver training. ▪ Schedule, coordinate and attend status meetings to ensure that issues are raised and resolved in a timely manner. ▪ Monitor compliance with project schedule.
Interface and Data Conversion Analyst	Axon Data Migration Services team	<ul style="list-style-type: none"> ▪ Supervise interface development. ▪ Configure and perform data migration.

Axon Project Team		
Installation Specialists	Brad Estby Axon TSM	<ul style="list-style-type: none"> ▪ Oversee County installation process.
Customer Support Resources	Therese O'Hara	<ul style="list-style-type: none"> ▪ Provide Technical support. ▪ Act as administrative contact for upgrade support.

County Project Team		
Role	Name	Responsibilities
Executive Sponsor	Norm Link	<ul style="list-style-type: none"> ▪ Provide overall project oversight and leadership for County tasks. ▪ Understand agency goals and objectives. ▪ Be responsible for internal issue resolution. ▪ Obtain approval and signature on all required documents.
Functional Project Manager	Lolly Huggins	<ul style="list-style-type: none"> ▪ Provide communication to the project team and Axon. ▪ Act as the contact point for coordinating County staff for tasks and activities. ▪ Coordinate County resources for completion of tasks within the scheduled timeframe. ▪ Participate in project meeting and provide status updates. ▪ Oversee facilities department deliverables.
Technical Project Manager	Fariba Fuller	<ul style="list-style-type: none"> ▪ Provide communication to the project team and Axon on behalf of the IT ▪ Act as the contact point for coordinating technical tasks and activities. ▪ Coordinate IT resources for completion of tasks within the scheduled timeframe. ▪ Participate in project meeting and provide status updates. ▪ Oversee IT and technical project activities. Obtain IT approval and signature on all required technical documents.

County Project Team		
Subject Matter Expert	Doug Jeske	<ul style="list-style-type: none"> ▪ Possess thorough knowledge of agency practices, policies, and department workflow. ▪ Define setup requirements. ▪ Participate in testing. ▪ Oversee Final acceptance review. ▪ Train-the-trainer(s).
Axon System - County Administrator	Todd Swenson	<ul style="list-style-type: none"> ▪ Support on-going business operations of the System. ▪ Assist with System setup and administration.

6. Project Phase Tasks and Deliverables:

The completion of each individual Sheriff's Office Axon Interview Room installation (the "System Installation") will require ongoing communication and status updates between Contractor and the County. Phases of the implementation process may run concurrently. For each System Installation, Contractor will consult with the County to develop the approximate project timeline, work event, and location. The Contractor will produce, revise and enhance the implementation plan as needed to suit the implementation schedule. Each milestone for a System Installation shall be deemed complete upon successful conclusion of County review or testing and acceptance by the County.

7. System Installation Acceptance Testing

Task Description: Prior to beginning the final testing, the Contractor and County must agree that all tasks related to System Installation, including configuration, interfaces and training have been completed. Final testing will be completed by the County to ensure that all system issues have been identified. Contractor will accept identified problems that are reported and will either correct them, provide additional training, or provide a configuration revision, reviewed and accepted by the County, to ensure the system is ready for go-live into production.

The following subtasks will be performed: Acceptance testing highlights and verifies system functionality in the following areas:

- User Testing – the County shall perform sufficient testing to determine that user profiles, system, permissions, workflows and access are established in a manner that will allow use of the system by employees in various roles. Testing will also determine that permissions for users adequately segregate information available to those users in a manner consistent with Sheriff's Office business practices.

Deliverables: The Contractor shall isolate, troubleshoot, and help resolve all issues that are identified or that arise during testing for successful resolution prior to go-live into production. Contractor shall review, research and resolve any final acceptance issues.

8. Go-Live into Production

Task Description: Each individual System Installation will be ready to go-live into production upon successful completion of acceptance testing and completion of all required system corrections and resolution to software or hardware system issues. The primary activities in converting to a production environment include planning for the deployment, identifying the best cutover point in the business cycle, and providing post-cutover support by Contractor for County staff. Contractor will provide dedicated software and hardware support to the County during the 30-day period following go-live to ensure a smooth transition to the production environment. This support includes answering questions, providing solutions to unanticipated incidents, assisting in problem resolution, reinforcing previous training, suggesting best methods to accomplish a task, and other related activities to ensure a successful start to the use of the system.

The following subtasks will be performed:

- Contractor will coordinate planning tasks for moving to the production environment, coordinating timing with the County.
- Contractor will complete any final conversion tasks for migrating data from existing databases and the test database into the production environment, if necessary.
- Contractor will isolate, troubleshoot, and resolve any issues that arise during and after full cutover.
- Contractor will review, research, and resolve system issues.

Acceptance Criteria: The stage will be considered in a state of production when the hardware and software has been functioning, without errors or interruptions for thirty (30) consecutive calendar days.

9. Acceptance

Task Description: Once each system is in a state of Production, written Acceptance for System Installation will be sent by the County to the Contractor. at that time the County System Installation will be transitioned to support services.

The following subtasks will be performed:

- Contractor will review maintenance and support plans and procedures with the County.
- County will verify that all acceptance criteria have been met per this Statement of Work and detailed specifications and plans.

Deliverables: All stages have transitioned to a state of production, and the individual System Installation is functioning in a state of production, all tasks specified in this Statement of Work have been completed.

10. Project Management

Project management best practices will be observed by both parties, including change control and weekly project status update meetings with the participating project team (Contractor/ County). The County Project Manager and the Contractor will negotiate the acceptance level of project management oversight at the Pre-Implementation meeting.

11. Project Completion Criteria

Each individual full Axon Interview Room solution supplied by the Contractor (including related software, hardware configuration, training, and support agreements) has been installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County).

12. Fees and Purchase Orders

This Statement of Work applies to each full System Installation ordered by the County by issuance of a purchase order referencing the Master Services and Purchasing Agreement and consists of multiple System Installations. The Contractor may invoice the County for hardware at the time of delivery, and for software after the County has accepted the deployment milestone of Acceptance for each individual System Installation.

The initial installation plan consists of five (5) System Installations completed over three phases as detailed in Attachment A and summarized below as totals excluding shipping and sales tax:

Item	System Installation and Services Phase Description	Dollar Amount
1	Interview Rooms 1, 2 and Polygraph complete and accepted	\$30,463.50
2	Interview Rooms 3 and 4 complete and accepted	\$24,695.00
3	Interview Rooms 1, 2 and Polygraph, annual fees for Year 2	\$1,958.74
4	Full 5 System Installation, annual fee for Year 3	\$12,188.05
5	Full 5 System Installation, annual fee for Year 4	\$12,188.05
6	Full 5 System Installation, annual fee for Year 5	\$12,188.05
Total		\$93,681.39

Additional System Installations may be identified by the County to meet future needs and may be ordered by the County through issuance of a purchase order referencing this agreement. System Installations may consist of any quantity of the following components, as determined by the County and Contractor after considering the requirements of each specific location and needs of the County. Pricing for hardware may vary due to market fluctuations, and the pricing in the table below for licenses, maintenance and storage shall remain in effect for the duration of the Agreement.

Quantity	Item Description	Price
1	Interview Room Unlimited Evidence.com License, annual subscription	\$1,188.00
100	Evidence.com included storage, terabytes per deployed solution	\$0.00
1	Pro Evidence.com named user license, annual subscription	\$468.00
1	Basic Evidence.com named user license, annual subscription	\$180.00
1	Axon Touch Panel Software license	\$1,500.00
1	Interview Room Installation and set-up	\$2,500.00
1	Axon client software maintenance, annual payment	\$300.00
1	Axon streaming server software maintenance, annual payment	\$350.00

13. Project Managers

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Lolly Huggins	Name:	Willie Barr
Address:	Snohomish County Facilities 3000 Rockefeller Ave M/S 404 Everett, WA 98201	Address:	17800 N 85th St, Scottsdale, AZ 85255
Phone:	425-388-3193	Phone:	602-635-0659
Email:	lolly.huggins@snoco.org	Email:	wbarr@axon.com

14. Sites and Locations.

The Work will be conducted primarily at the County Courthouse facility located at:

Snohomish County Campus
3000 Rockefeller Avenue
Everett WA 98201

Additional facility locations may be identified within Snohomish County, based upon future needs of the County.

15. Attachments.

- A. Axon Interview Configuration and Quote
- B. Axon Interview Hardware and Software Specifications

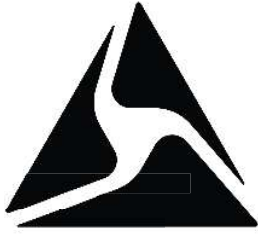
Exhibit A, Attachment A

Q-266444-44209.807BR

Issued: 01/05/2021

Quote Expiration: 01/31/2021

Account Number: 106530

Payment Terms: Net 30
Delivery Method: Fedex - Ground

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

SHIP TO

Joanie Fadden
Snohomish County Sheriff's Office - WA
8915 Cathcart Way BLDG. B
Snohomish, WA 98296
US

BILL TO

Snohomish County Sheriff's Office - WA
3000 ROCKEFELLER AVE.
Everett, WA 98201
US

SALES REPRESENTATIVE

Ben Rubke
Phone: (415) 314-9573
Email: brubke@axon.com
Fax:

PRIMARY CONTACT

Joanie Fadden
Phone: (800) 388-3535
Email: joanie.fadden@snoco.org

Year 1 - Phase 1 - Rooms 1,2, Polygraph

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	30	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	10	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	10	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	10	0.00	0.00	0.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		3	1,500.00	0.00	0.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		3	1,188.00	0.00	0.00
Hardware						
50268	TOUCH PANEL		3	1,600.00	1,600.00	4,800.00
50298	AXIS P3245-LV NETWORK CAMERA		3	796.00	796.00	2,388.00
50118	LOUROE DV-ML MICROPHONE (POE)		3	196.50	196.50	589.50
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		3	1,297.00	1,297.00	3,891.00
50267	AXIS A9188 Network I/O Relay Module		1	500.00	500.00	500.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		1	325.00	325.00	325.00
50265	PANEL MOUNT LED, 24VDC - RED		3	30.00	30.00	90.00
50294	LITE SERVER		2	1,950.00	1,950.00	3,900.00

Year 1 - Phase 1 - Rooms 1,2, Polygraph (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	10	180.00	180.00	1,800.00
Services						
85170	INTERVIEW ROOM, INSTALL AND SETUP		3	2,500.00	2,500.00	7,500.00
					Subtotal	30,463.50
					Estimated Shipping	552.61
					Estimated Tax	2,659.38
					Total	33,675.49

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		3	1,188.00	119.58	358.74
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
					Subtotal	1,958.74
					Estimated Tax	176.29
					Total	2,135.03

Year 2 - Phase 2 - Rooms 3 and 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		2	1,188.00	1,188.00	2,376.00
50070	AXON TOUCH PANEL SOFTWARE		2	1,500.00	1,500.00	3,000.00
Hardware						
50118	LOUROE DV-ML MICROPHONE (POE)		2	196.50	196.50	393.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		2	1,297.00	1,297.00	2,594.00
50265	PANEL MOUNT LED, 24VDC - RED		2	30.00	30.00	60.00

Year 2 - Phase 2 - Rooms 3 and 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
50298	AXIS P3245-LV NETWORK CAMERA		2	796.00	796.00	1,592.00
50268	TOUCH PANEL		2	1,600.00	1,600.00	3,200.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	10	180.00	180.00	1,800.00
Services						
85170	INTERVIEW ROOM, INSTALL AND SETUP		2	2,500.00	2,500.00	5,000.00
					Subtotal	24,695.00
					Estimated Tax	2,217.16
					Total	26,912.16

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		5	1,188.00	701.61	3,508.05
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT		5	300.00	300.00	1,500.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	10	180.00	180.00	1,800.00
					Subtotal	12,188.05
					Estimated Tax	1,096.92
					Total	13,284.97

Year 4 (Automatic Renewal)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		5	1,188.00	701.61	3,508.05

Year 4 (Automatic Renewal) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT		5	300.00	300.00	1,500.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	10	180.00	180.00	1,800.00
					Subtotal	12,188.05
					Estimated Tax	1,096.92
					Total	13,284.97

Year 5 (Automatic Renewal)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		5	1,188.00	701.61	3,508.05
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT		5	300.00	300.00	1,500.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	10	180.00	180.00	1,800.00
					Subtotal	12,188.05
					Estimated Tax	1,096.92
					Total	13,284.97
Grand Total						101,602.59



Discounts (USD)

Quote Expiration: 01/31/2021

List Amount	114,771.50
Discounts	22,065.11
Total	92,706.39

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Phase 1 - Rooms 1,2, Polygraph	33,675.49
Year 2	2,135.03
Year 2 - Phase 2 - Rooms 3 and 4	26,912.16
Year 3	13,284.97
Year 4 (Automatic Renewal)	13,284.97
Year 5 (Automatic Renewal)	13,284.97
Grand Total	101,602.59

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

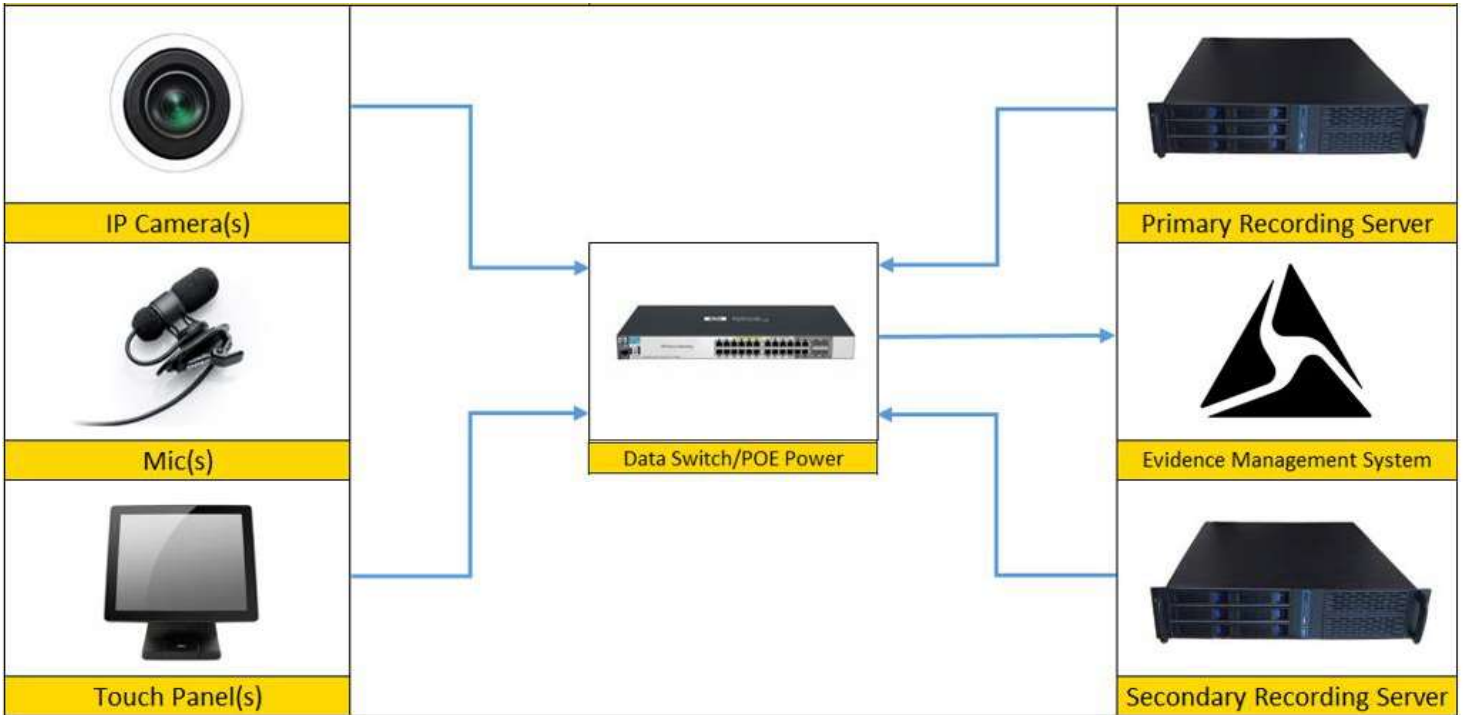
This document details a proposed system design

Agency Created For: Snohomish County Sheriff's Office - WA

Sold By:	Ben Rubke
Designed By:	Jason South
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		<u>Locations</u>	<u># Rooms</u>
5	Camera(s)	Headquarters	5
0	Covert Enclosure(s)		
5	Microphone(s) Injector(s)		
Total Switches			
0	POE Switch(es)		
Total Servers			
2	Server(s) <i>(customer-provided included)</i>		
Total Touch Panels			
5	Touch Panel(s) <i>(virtual not included)</i>		
5	Wall Mount(s)		
Total Camera Configurations			
2	I/O Box(es)		

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	5	14
	Qty of Touch Panels	5	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP 		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	
Application Features	Network Applications: <ul style="list-style-type: none">• Remote monitoring application Evidence.com Application Features: <ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting

Training

Application Package	This solution will include on-site application training covering: <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview• Evidence.com functionality
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Additional General Deal Notes

Notes	4 rooms, 1 cam each.
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LOCATION DETAILS: Headquarters

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

Location Name	Headquarters
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Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat5e Cable.	
	14	cable runs are required for this installation.
	9	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices: Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	Axon Interview Lite Server	Quantity:	1
	Axon Interview Lite Server		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	Quantity:	0
	N/A		
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	2		

Additional Location Notes

Notes	
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ROOM DETAILS: Polygraph

The following sections detail the configurations specific to POLYGRAPH

Location Name	Headquarters
Room Name	Polygraph

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	Recording will be triggered LED
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 1

The following sections detail the configurations specific to ROOM 1

Location Name	Headquarters
Room Name	Room 1

Camera Configuration

Camera 1	<p>Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera</p> <p>Mic: Louroe Tamper Proof Mic</p>
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	Recording will be triggered LED
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	<p>This room has asbestos. The customer will be responsible for cabling and mounting the camera and the microphone.</p>
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ROOM DETAILS: Room 2

The following sections detail the configurations specific to ROOM 2

Location Name	Headquarters
Room Name	Room 2

Camera Configuration

Camera 1	<p>Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera</p> <p>Mic: Louroe Tamper Proof Mic</p>
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	Recording will be triggered LED
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	<p>This room has asbestos. The customer will be responsible for cabling and mounting the camera and the microphone.</p>
--------------	---

ROOM DETAILS: Room 3

The following sections detail the configurations specific to ROOM 3

Location Name	Headquarters
Room Name	Room 3

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	Recording will be triggered LED
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 4

The following sections detail the configurations specific to ROOM 4

Location Name	Headquarters
Room Name	Room 4

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	Recording will be triggered LED
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

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

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

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
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**Axon Interview Hardware and
Software Specifications**
Exhibit A, Attachment B

Axon Interview Version 3.9
Release Date: October, 2018
Document Revision: C

Axon Interview Hardware and Software Specifications



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System Requirements and Firewall Permissions

Axon Interview is the world's leading digital video interview system. This guide provides information on the server and client hardware requirements and the firewall ports that must be open to use Axon Interview.

Server Hardware Requirements

The following table outlines the hardware and software requirements for the server portion of an Axon Interview installation. This is the system that captures and uploads the interview sessions.

	Recording Server Lite (Recommended)	Recording Server Pro (Recommended)
Number of Cameras (Max)	5 Cameras	15 Cameras
Processor	1x Quad-Core Intel Xeon E3-1220 v5 (3.0 GHz)	1x Quad-Core Intel Xeon E3-1270 v5 (3.6 GHz)
Memory¹	8 GB RAM ECC	64 GB RAM ECC
Internal Drive²	1TB Storage	8TB Storage
Network	Gigabit Ethernet	Gigabit Ethernet
Operating System	Windows 10 Pro	Windows Server 2012 R2

¹ Error Code Correction (ECC) memory is encouraged to maximize system reliability.

² Relates to storage for Operating System, Axon Interview Server, and Recording Buffer.

Server Installation Notes

Microsoft .NET 3.5 and 4.7 Framework must be installed.

Certain firewall ports must be opened on the Server. See the [Firewall Ports section](#) for more details.

Server Virtualization Notes

If running Axon Interview in a virtualized environment, ensure that it is run on a Type-1 Hypervisor, such as Microsoft Hyper-V, VMWare ESXI, and Citrix XenServer. The hypervisor solution used must be capable of supporting a virtualized instance of Windows Server 2008 R2 or later. Ensure that the resources allocated to the Virtual Machine (VM) aligns with the hardware requirements listed above, with at least 4 vCPUs allocated to the VM. Allocated storage should also align with physical resource requirements to ensure proper recording buffer functionality.

When virtualizing the servers, it is essential to ensure that the Primary and Secondary recording server are deployed on independent physical hardware. Additionally, the servers hosting the Axon Interview VM should be installed within the building that the cameras are located. A redundant secondary server may be hosted remotely, if network bandwidth and stability allow. Please work with your Axon representative to determine if your environment is suitable before pursuing this type of deployment.

The Axon Interview Recording Server requires a USB Key for licensing. As a result, the selected hypervisor must support USB Passthrough, or USB-over-IP technology, such as AnywhereUSB, must be available.

Client Hardware Requirements

The following table outlines the hardware and software requirements for Axon Interview Client. The client is used to access and view interview sessions on the touch panel display or central interview kiosk.

	Minimum	Recommended
Processor	Intel Atom Z3745 (1.86 GHz)	Intel Core i3-3250 (3.5 GHz)
Memory	4 GB RAM	8 GB RAM
Internal Drive¹	64 GB HDD	128 GB SSD
Network	10/100 Ethernet	Gigabit Ethernet
Video	Integrated Graphics	Integrated Graphics
Monitor	SVGA (800 x 600)	WXGA (1280x800)
Operating System	Windows 7	Windows 10

¹ Relates to storage for Axon Interview Server and Operating System. It does not include recommended drive for evidence storage.

Firewall Ports

The following ports are required to be open on Axon Interview installations. Please take note of the ports required for the Server and for the Clients.

Axon Interview Server

Type	Name	Protocol	Port
Inbound	Axon Interview – Beacons	TCP	443
Outbound	Axon Interview – Transporter (v1) Protocol	TCP	8896
Outbound	Axon Interview – Transporter (v2) Protocol	TCP	18896
Inbound	Axon Interview – Client/Server Communication	TCP	28080
Inbound	Axon Interview – Live Streaming	UDP/TCP	1935, 8080, 8086

Axon Interview Client

Type	Name	Protocol	Port
Outbound	Axon Interview – Client/Server Communication	TCP	28080
Outbound	Axon Interview – Live Streaming	UDP/TCP	1935, 8080, 8086