



ATTACHMENT B

Master Services and Purchasing Agreement

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**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**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 Quote up to 3% at the beginning of each year of the Renewal 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 is due net 30 days from the invoice date. 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 Axon 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 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.

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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 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 a 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. Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon 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 Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon 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 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 the purchase price paid to Axon for the Axon 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. 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 an 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.

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- 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.** 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 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 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,



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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. Axon pricing is Confidential Information and competition sensitive. 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.

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: San Diego Unified Port District
Attn: Mark G. Stainbrook
3380 North Harbor Drive
San Diego, CA 92101
mstainbrook@portofsandiego.org

19.12 Entire Agreement. This Agreement, 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

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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 DriscollTitle: VP, Associate General CounselDate: Sep 29, 2020**Agency**

Signature: _____

Name: Mark G. StainbrookTitle: Chief of Harbor Police

Date: _____

San Diego Unified Port District
Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy



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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 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.

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



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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.



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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 **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.
- 4 **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.



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- 5 **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.
- 6 **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. 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.
- 7 **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 7 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 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **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.



ATTACHMENT B

Master Services and Purchasing Agreement

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.



ATTACHMENT B

Master Services and Purchasing Agreement

Axon Aware Appendix

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

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

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

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

- 2 **Scope of Axon Aware.** The scope of Axon Aware 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 Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Aware 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 Aware 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 Aware 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 Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.



ATTACHMENT B

Master Services and Purchasing Agreement

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.



ATTACHMENT B

Master Services and Purchasing Agreement

ATTACHMENT B

Quote



AXON

San Diego Unified Port District

AXON SALES REPRESENTATIVE

Chris Arnold
(505) 401-9035
carnold@axon.com

ISSUED
9/29/2020

ATTACHMENT B

Q-267264-44103.753CW

Issued: 09/29/2020

Quote Expiration: 11/15/2020

Account Number: 484057

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Chris Arnold

Phone: (505) 401-9035

Email: carnold@axon.com

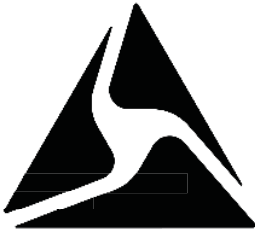
Fax:

PRIMARY CONTACT

Eric Womack

Phone: (619) 686-6510

Email: ewomack@portofsandiego.org



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

SHIP TO

Eric Womack
San Diego Harbor Police Dept. - CA
3380 N. Harbor Drive
San Diego, CA 92101
US

BILL TO

San Diego Unified Port District
P. O. Box 120488
San Diego, CA 92112
US

Year 1 - Unlimited 7+

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	137	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	137	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6,850	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	137	0.00	0.00	0.00
73681	AXON RECORDS FULL	60	137	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	60	137	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	137	0.00	0.00	0.00
73698	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE	60	1	0.00	0.00	0.00
73738	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE	60	1	0.00	0.00	0.00
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
73685	EVIDENCE.COM CHANNEL SERVICES SMA	60	1	0.00	0.00	0.00
73638	STANDARDS ACCESS LICENSE	60	5	0.00	0.00	0.00
73639	STANDARDS LICENSE PAYMENT	60	5	1,200.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		137	699.00	678.03	92,890.11
74210	AXON BODY 3 - 8 BAY DOCK		18	1,495.00	1,480.05	26,640.90

ATTACHMENT B

Year 1 - Unlimited 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
74028	WING CLIP MOUNT, AXON RAPIDLOCK		75	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		137	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		75	0.00	0.00	0.00
Other						
Unlimited 7+ 5 YEAR BUNDLE	Unlimited 7+ 5 YEAR BUNDLE	60	137	0.00	0.00	0.00
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	137	2,028.00	242.98	33,288.26
73827	AB3 CAMERA TAP WARRANTY	60	137	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	18	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
80190	Evidence.com Channel Services		1	0.00	0.00	0.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85055	AXON FULL SERVICE		1	17,000.00	17,000.00	17,000.00
73896	STANDARDS SERVICE, BASIC		1	10,000.00	0.00	0.00
Subtotal						174,499.27
Estimated Shipping						0.00
Estimated Tax						13,160.99
Total						187,660.26

Year 1 - Interview Room Phase 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	0.00	0.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		2	1,500.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		2	1,188.00	0.00	0.00

ATTACHMENT B

Year 1 - Interview Room Phase 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT		2	1,750.00	0.00	0.00
50086	AXON CLIENT SOFTWARE MAINTENANCE 5 YEAR UPFRONT		2	1,500.00	0.00	0.00
Hardware						
50298	AXIS P3245-LV NETWORK CAMERA		2	796.00	0.00	0.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		2	6,485.00	0.00	0.00
50118	LOUROE MICROPHONE		2	196.50	0.00	0.00
50268	TOUCH PANEL		2	1,600.00	0.00	0.00
Services						
85170	INTERVIEW ROOM, CONFIGURATION AND SUPPORT		2	2,500.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		4	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 - Interview Room Phase 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		1	1,750.00	0.00	0.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		1	1,500.00	0.00	0.00

ATTACHMENT B

Year 1 - Interview Room Phase 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		1	99.00	0.00	0.00
Hardware						
50298	AXIS P3245-LV NETWORK CAMERA		1	796.00	0.00	0.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		1	1,297.00	0.00	0.00
50118	LOUROE MICROPHONE		1	196.50	0.00	0.00
50268	TOUCH PANEL		1	1,600.00	0.00	0.00
Services						
85170	INTERVIEW ROOM, CONFIGURATION AND SUPPORT		1	2,500.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

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	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	350.00	350.00	350.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	300.00	300.00
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	137	2,028.00	2,190.62	300,114.94
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
					Subtotal	305,444.94
					Estimated Tax	23,258.91
					Total	328,703.85

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		3	1,188.00	0.00	0.00

ATTACHMENT B

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	350.00	350.00	350.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	300.00	300.00
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	137	2,028.00	2,592.01	355,105.37
73309	AXON CAMERA REFRESH ONE		137	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
					Subtotal	360,435.37
					Estimated Tax	27,520.66
					Total	387,956.03

Year 4

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		3	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	350.00	350.00	350.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	300.00	300.00
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	137	2,028.00	2,592.01	355,105.37
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
					Subtotal	360,435.37
					Estimated Tax	27,520.66
					Total	387,956.03

Year 5

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		3	1,188.00	0.00	0.00

ATTACHMENT B

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	350.00	350.00	350.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	300.00	300.00
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	137	2,028.00	2,592.01	355,105.37
73310	AXON CAMERA REFRESH TWO		137	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
					Subtotal	360,435.37
					Estimated Tax	27,520.66
					Total	387,956.03
					Grand Total	1,680,232.20



Discounts (USD)

Quote Expiration: 11/15/2020

List Amount	1,633,378.50
Discounts	72,128.18
Total	1,561,250.32

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Unlimited 7+	187,660.26
Year 1 - Interview Room Phase 1	0.00
Spares	0.00
Year 1 - Interview Room Phase 2	0.00
Year 2	328,703.85
Year 3	387,956.03
Year 4	387,956.03
Year 5	387,956.03
Grand Total	1,680,232.20

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

This document details a proposed system design

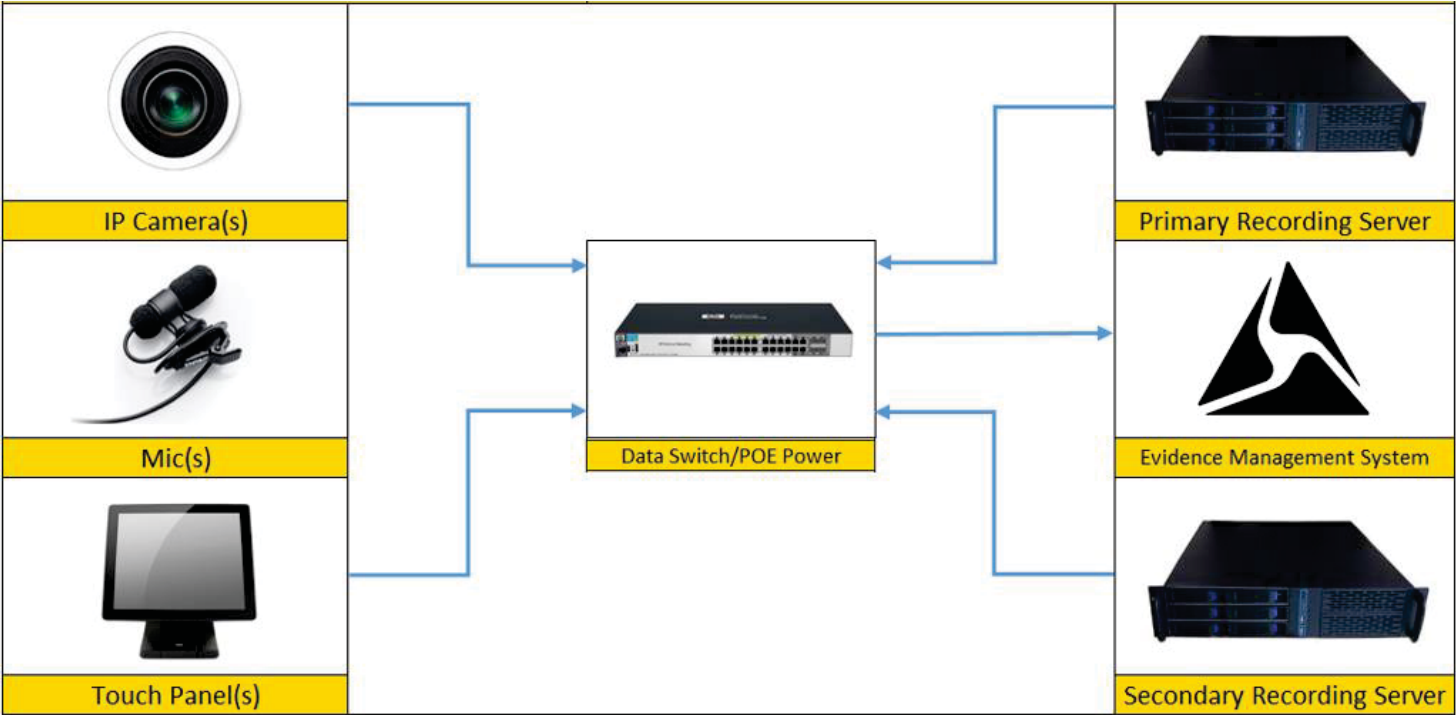
Agency Created For: San Diego Unified Port District

Sold By:	Chris Arnold
Designed By:	Jason South
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	

ATTACHMENT B

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		
3	Camera(s)	
0	Covert Enclosure(s)	
3	Microphone(s)	
	Injector(s)	
Total Switches		
0	POE Switch(es)	
Total Servers		
2	Server(s) (customer-provided included)	
Total Touch Panels		
3	Touch Panel(s) (virtual not included)	
3	Wall Mount(s)	
Total Camera Configurations		
0	I/O Box(es)	

	Locations	# Rooms
	Headquarters	2
	Airport	1

ATTACHMENT B

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	3	8
	Qty of Touch Panels	3	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	3 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.

ATTACHMENT B

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	Evidence.com
Application Features	<div>Network Applications:<ul style="list-style-type: none">Remote monitoring application</div> <div>Evidence.com Application Features:<ul style="list-style-type: none">Secure Cloud StorageRedactionDownload/SharingAudit TrailReporting</div>

Training

Application Package	<div>This solution will include on-site application training covering:<ul style="list-style-type: none">Touch panel overviewInitiating interview wizardEntering metadataControlling the interview processClosing an interviewEvidence.com functionality</div>
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Additional General Deal Notes

Notes	
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ATTACHMENT B

LOCATION DETAILS: Headquarters

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

Location Name	Headquarters
----------------------	--------------

Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat5e Cable.	
	5	cable runs are required for this installation.
	4	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	Customer-Provided Virtual (VM) Server (with USB port)	Quantity:	1
	N/A		0
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	0		

Additional Location Notes

Notes	<p>Final solution will have Primary Recording Server installed at Headquarters and Secondary Recording Server installed at the new office at the Airport. Initial install may have both virtual servers installed at Headquarters until completion of the Airport location.</p>
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ROOM DETAILS: Investigations

The following sections detail the configurations specific to INVESTIGATIONS

Location Name	Headquarters
Room Name	Investigations

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	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Processing

The following sections detail the configurations specific to PROCESSING

Location Name	Headquarters
Room Name	Processing

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	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ATTACHMENT B

LOCATION DETAILS: Airport

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

Location Name	Airport
----------------------	---------

Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat5e Cable.	
	3	cable runs are required for this installation.
	3	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	Customer-Provided Virtual (VM) Server (with USB port)	Quantity:	1
	N/A		0
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	0		

Additional Location Notes

Notes	<p>Final solution will have Primary Recording Server installed at Headquarters and Secondary Recording Server installed at the new office at the Airport. Initial install may have both virtual servers installed at Headquarters until completion of the Airport location.</p>
--------------	---

ROOM DETAILS: Interview Room

The following sections detail the configurations specific to INTERVIEW ROOM

Location Name	Airport
Room Name	Interview Room

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	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
--------------	--

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.

ATTACHMENT B

Notes

Sourcewell Contract #010720-AXN used for pricing and purchasing justification

This quote contains Axon Channel Services, the ability to migrate third party systems to your Axon DEMS. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements, capabilities and dependencies for the agency to implement Channel Services.

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

Axon’s Sales Terms and Conditions

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:	_____
PO# (Or write N/A):	_____		

Please sign and email to Chris Arnold at carnold@axon.com or fax to

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

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



San Diego Unified Port District

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON STANDARDS FOR SAN DIEGO UNIFIED PORT DISTRICT ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



ATTACHMENT B

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ATTACHMENT B



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The software detailed in this SOW includes, the listed functionality.

- ▶ Axon Standards: Use of Force, Citizen Complaint, Internal Complaint, Vehicle Pursuit, Vehicle Collision, and up to 6 additional forms.

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	San Diego Unified Port District who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
MDC	Mobile Data Computer - device associated within a vehicle or other mobile unit
Data Warehouse	The database Axon provides allowing Agency to query data
Product	The software solutions being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
Go-Live	All End-Users are activated and Agency is actively using the product
Milestone Completion Report	The report outlined in Attachment A to be executed at key Milestones between Agency and Axon to approve completion of Project phases
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this Project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with Agency and Agency's vendors
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Agency will provide a list of address information in Shapefile format that Axon will load.
- ▶ Agency will provide a Master Charge Table that Axon will load.

2.2 READINESS

- ▶ Axon will conduct Functional Acceptance Testing via use cases approved by Axon and Agency.
- ▶ All issues discovered during and after training will be entered into the service portal for triage.

2.3 DATA WAREHOUSE

- ▶ Axon will configure and make available to Agency a MS SQL Data Warehouse containing information within the Axon Systems allowing Agency to utilize available data.
- ▶ Axon will provide Agency with a data dictionary and/or other appropriate documentation.

2.4 TRAINING

- ▶ Axon will document and propose a Training Plan to Agency based on user types and availability, including additional IT and Admin Training.
- ▶ All training will be hands on in an Axon provided Training environment.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

2.5 GO-LIVE

- ▶ Axon will choreograph and orchestrate the Go-Live event.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Project Manager to ensure completion of deliverables.
- ▶ Axon's Project Manager will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Project requirements will be documented in Requirements Planning.
- ▶ Once all requirements are agreed to, Axon's Project Manager will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

3.4 MILESTONE COMPLETION REPORT ("MCR")

- ▶ Axon will submit an MCR to Agency for approval upon completion of a Milestone.
- ▶ Upon receiving an MCR, Agency has 14 calendar days to approve or respond in writing with issues related to the MCR. Failure to reply within 14 calendar days will be deemed approval.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Provide Axon with remote access to Agency's Axon Evidence account when required.



5. SUPPORT:

- ▶ Axon will provide on-site Go-Live support the week the system is cut-over.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

A handwritten signature in blue ink, appearing to read "R. Driscoll".

Signature: _____

Name: _____

Robert Driscoll

Name: _____

Title: _____

VP, Associate General Counsel

Title: _____

Date: _____

Sep 29, 2020

Date: _____



ATTACHMENT A - MILESTONE COMPLETION REPORT TEMPLATE

By signing for the items in this Milestone Completion Checklist, I agree that Axon's Professional Services Organization has reached the following milestone for the Project agreed upon in the SOW between Axon and San Diego Unified Port District:

☐ Final Acceptance

Date Services were completed on:

_____ day of _____, 20____

Today's Date: _____

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____



ATTACHMENT B - PROJECT CHANGE ORDER
TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT C - THIRD-PARTY PRODUCTS AND SERVICES

In order to deliver a complete solution to Agency, Axon employs Third-Party Products and Services providers.

Axon will be responsible for the management of third parties identified within this Attachment C for the purposes of this Project. All communications between those third parties, Agency and Axon will be managed by Axon including any supporting requirements, Integration Acceptance Testing, Functional Acceptance Testing or the processing of PCO or MCR documentation.

The following Third-Party Products and Services are included within the scope of this SOW:

- ▶ Microsoft Data Gateway ("Data Gateway"):
 - ▶ Included within this Project is software that allows integrations within Agency's local environment to communicate with Axons cloud hosted environment.
 - ▶ Agency agrees to provide a CJIS server and operating environment for hosting of the Data Gateway.