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Q-339031-44539.874GM

Issued: 12/09/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 01/01/2022

Account Number: 115235

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO		BILL TO	
Business;Delivery;Invoice-730 Center St 730 Center St Racine, WI 53403-1134 USA	Racine Police Dept. - WI 730 Center St Racine, WI 53403-1134 USA Email:	SALES REPRESENTATIVE Geoff Matthews Phone: +1 5132399452 Email: gmatthews@axon.com Fax:	PRIMARY CONTACT Phone: (262) 635-7700 Email: maurice.robinson@cityofracine.org Fax: (262) 635-7729

Program Length	60 Months
TOTAL COST	\$2,087,195.00
ESTIMATED TOTAL W/ TAX	\$2,087,195.00

Bundle Savings	\$543,161.63
Additional Savings	\$400,393.97
TOTAL SAVINGS	\$943,555.60

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
Year 1	Dec, 2021
Year 2	Dec, 2022
Year 3	Dec, 2023
Year 4	Dec, 2024
Year 5	Dec, 2025
	AMOUNT DUE
	\$417,439.00
	\$417,439.00
	\$417,439.00
	\$417,439.00
	\$417,439.00

Quote Details

Bundle Summary		
Item	Description	QTY
AB3C	AB3 Camera Bundle	175
AB3MBD	AB3 Multi Bay Dock Bundle	22
OSP7	2021 - OFFICER SAFETY PLAN 7	175
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	1
Fleet3B	Fleet 3 Basic	41

Bundle: AB3 Camera Bundle			Quantity: 175	Start: 1/1/2022	End: 12/31/2026	Total: 118655.25 USD
Category	Item	Description	QTY			
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	175			
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	5			
Camera Mount	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	193			
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	193			

Bundle: AB3 Multi Bay Dock Bundle			Quantity: 22	Start: 1/1/2022	End: 12/31/2026	Total: 32561.1 USD
Category	Item	Description	QTY			
Dock	74210	AXON BODY 3 - 8 BAY DOCK	22			
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	22			

Bundle: Pro License Bundle			Quantity: 5	Start: 1/1/2022	End: 12/31/2026	Total: 11700 USD
Category	Item	Description	QTY			
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5			
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15			

Bundle: Dynamic Bundle			Quantity: 1	Start: 1/1/2022	End: 12/31/2026	Total: 286250 USD
Category	Item	Description	QTY			
Other	85147	CEW STARTER	1			
Other	73682	AUTO TAGGING LICENSE	175			

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Other	73739	PERFORMANCE LICENSE	175
Other	73478	REDACTION ASSISTANT USER LICENSE	175
Other	85144	AXON STARTER	1
Other	73893	STANDARDS LICENSE, NON-SWORN	25
Other	73897	STANDARDS SERVICE, PREMIUM	1

Bundle: 2021 - OFFICER SAFETY PLAN 7 Quantity: 175 Start: 1/1/2022 End: 12/31/2026 Total: 1636974.95 USD

Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	175
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	1
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	175
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1750
Respond	73449	RESPOND DEVICE LICENSE	175
Standards	73638	STANDARDS ACCESS LICENSE	175
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	175
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	350
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	175
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	180
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	180
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	22
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	22
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	5
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	175
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	525
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	525
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	175
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	350
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	350
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	350
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	350
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	350

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	350
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	350
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	350
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	350
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	350
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	210
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	350
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	350
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	350
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	350
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Docks	74200	TASER 7 6-BAY DOCK AND CORE	2
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	175
Other	80395	EXT WARRANTY, TASER 7 HANDLE	175
Other	80395	EXT WARRANTY, TASER 7 HANDLE	5
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	210
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2
Holsters	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	21
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	130
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	3
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	8
Holsters	20066	TASER 7 HOLSTER - BLADETECH, LEFT HAND	5
Holsters	20061	TASER 7 HOLSTER - BLADETECH, RIGHT HAND	8

Bundle: Fleet 3 Basic Quantity: 41 Start: 5/15/2022 End: 12/31/2026 Total: 0 USD

Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	82
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	41

Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT				41
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD				41
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL				41
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT				41
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)				41
Axon Signal Unit	70112	AXON SIGNAL UNIT				41
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY				41
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT				1
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT				41
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT				41
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT				1

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	80460	FLEET 3 BUNDLE TRUE UP	41	\$78.00	93.41%	\$5.14	\$1,053.72
Total:							\$1,053.72

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

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Maureen A. Robinson

Signature

12.16.21

Date Signed

12/9/2021

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

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

Purpose and Intent

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

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

Acceptance

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

Force Majeure

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

Schedule Change

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

Axon Fleet Deliverables

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

Security Clearance and Access

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

Training

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

Local Computer

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

Network

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

Cradlepoint Router

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

[Evidence.com](#)

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

Wireless Upload System

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

VEHICLE INSTALLATION

Preparedness

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

Existing Mobile Video Camera System Removal

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

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

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

In-Car Hardware/Software Delivery and Installation

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

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

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

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

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

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