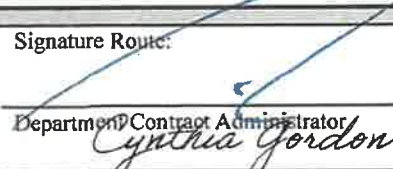
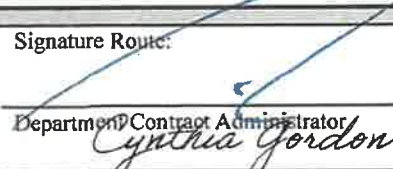
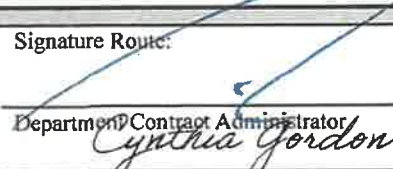




County of Solano Contract Review Worksheet

Contract Number:
(Dept., Division, FY, #)
Authority:
☐ Dept Head Execute
☐ CAO Execute
☐ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: District Attorney-General Criminal		2. Date: 6/19/24									
3. Contract Administrator: Jason Aguirre		4. Phone Ext: X3267									
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: _____ Date: _____ / ____ / ____ Please attach copy of Bid/RFP or justification.									
		☐ Amendment/Change Order Amendment/Change Order Number: _____ Contract No: _____ Date: _____ / ____ / ____ Please attach copies of original/amendments.									
6. Description of Contract: Agreement with Axon Enterprises, LLC for Axon Justice Premier Digital Management System											
7. Name of Contractor: Axon Enterprises, LLC		8. EIN 86-0741227 SSN _____									
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____											
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____											
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____											
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above. _____											
12. Effective Date: Original Contract: 07 / 01 / 2024 This amendment: / /		13. Termination Date: 06 / 30 / 2034 By this amendment: / /									
14. Contract Budget: Original Contract Amount: \$ 1,774,968.00 Total of Previous Amendments: \$ 0 Current Amendment: \$ 0 Total Amount of Contract \$ 1,774,968.00		15. Payment Terms: ☒ Prepaid ☐ Arrears ☒ Fixed ☐ Actual ☐ Estimate ☐ Monthly ☐ Quarterly ☐ Progress ☒ Other Annual									
16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: GF/Prop.172 Fed Catalog No: _____ State Legislation: AB/SB											
17. Fund: 900 Budget Unit: 6513 Sub-object: 2271		18. Current Appropriation Sufficient? ☒ YES ☐ NO									
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 25 / 2024											
20. Remarks Agreement with Axon Enterprises, LLC for Axon Justice Premier.											
21. Signature Route: <table border="0"><tr><td> Department Contract Administrator Cynthia Gordon</td><td> Dated 6/20/2024</td><td> County Counsel Tami Jukens</td><td> Dated 6/20/2024</td></tr><tr><td>HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable</td><td>Dated</td><td>CAO Analyst</td><td>Dated</td></tr></table>				 Department Contract Administrator Cynthia Gordon	 Dated 6/20/2024	 County Counsel Tami Jukens	 Dated 6/20/2024	HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable	Dated	CAO Analyst	Dated
 Department Contract Administrator Cynthia Gordon	 Dated 6/20/2024	 County Counsel Tami Jukens	 Dated 6/20/2024								
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable	Dated	CAO Analyst	Dated								



Axon Evidence Justice Services Agreement

This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the County of Solano, a political subdivision of the State of California, on behalf of the District Attorney's Office ("**Customer**"). This Agreement is effective as of the later of the last signature date on this Agreement ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties agree as follows:

- 1 **Term.** The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("**Term**"). The subscription is for a five (5) year term. Upon expiration of the initial term, the term shall renew automatically for one (1) additional five (5) years, for a total of ten (10) years. Upon expiration of the initial five (5) year term, the term shall renew automatically for one (1) additional five (5) year term unless Customer notifies Axon of its intent to terminate ninety (90) days prior the expiration of the initial five (5) year term.
- 2 **Definitions.**

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

"Axon Device Data" data uploaded to Axon Evidence from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"Axon Evidence" means Axon's web services for Axon Evidence, and interactions between Axon Evidence and or Axon client software. This excludes third-party applications or my.Axon Evidence.

"Customer Content" is data uploaded into, ingested by, or created in Axon Evidence within Customer's tenant. Customer Content includes Evidence but excludes Non-Content Data.

"Quote" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void.
- 3 **Storage.** Customer may store unlimited Axon Device Data in Customer's Axon Evidence account if the Axon Device Data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence. If Customer is not purchasing an unlimited storage plan, Customer may purchase ala carte storage for other data.
- 4 **Payment.** In the event Customer purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Customer is responsible for sales and other taxes associated with the order, unless Customer provides Axon a valid tax exemption certificate.
- 5 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability Insurance. Upon request, Axon will supply certificates of insurance. Axon will maintain General Liability insurance with at least minimum limits of \$2,000,000 per occurrence, \$4,000,000 aggregate limits, either from primary insurance policies or satisfied in combination with an Umbrella or Excess policy of insurance. Axon will maintain E&O Cyber Tech insurance with limits of no less than \$1,000,000 per occurrence. Axon will maintain Workers' Compensation Insurances as required by law. Automobile Liability Insurance will be maintained with limits of no less than \$1,000,000 per occurrence.
- 6 **Indemnification.** Axon will indemnify Customer's officers, directors, and employees ("**Customer Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Customer's negligence or willful misconduct.



Axon Evidence Justice Services Agreement

Except as provided in Section 10 in the Axon Cloud Services Terms of Use Appendix attached hereto, to the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. 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 Axon Evidence Justice Service will not exceed \$1,000,000. Neither Party will be liable for special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, or any other legal theory.

- 7 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
- 8 **IP Indemnification.** Axon will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Customer 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 Evidence by Customer or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 9 **Termination.**
 - 9.1 **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
 - By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Customer.
 - 9.2 **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate, and Customer remains responsible for all fees incurred prior to the date of termination.
 - 9.3 **By Axon.** If the Customer is using an Axon Evidence instance that has been provided a no charge to the Customer, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. Axon pricing is Confidential Information and competition sensitive. If Customer is required by law to disclose Axon pricing, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 11 **General.**
 - 11.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 11.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
 - 11.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 11.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person

Title: Axon Evidence Justice Services Agreement

Page 2 of 8

Department: Legal

Version: 5.0

Release Date: 6/26/2023



Axon Evidence Justice Services Agreement

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.

- 11.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 11.6 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.
- 11.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.8 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.
- 11.9 Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 11.10 Governing Law.** The laws of the state where Customer 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.
- 11.11 Notices.** All notices must be in English. Notices posted on Customer'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. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 11.12 Entire Agreement.** This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

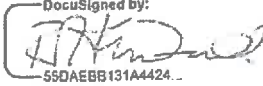
Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

AXON ENTERPRISE, INC.

CUSTOMER:

COUNTY OF SOLANO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA,
ON BEHALF OF THE DISTRICT ATTORNEY'S
OFFICE

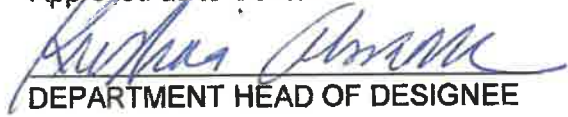
DocuSigned by:

Signature: _____
Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel
Date: 6/10/2024 | 1:09 PM MST


Signature: _____
Name: Bill Emlen
Title: County Administrator
Date: 6/25/24



Axon Evidence Justice Services Agreement

Approved as to Content:


DEPARTMENT HEAD OF DESIGNEE

Approved as to Form:

 for Dana Vaughn, Deputy County Counsel
COUNTY COUNSEL



Axon Evidence Justice Services Agreement

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer Content.
- 1.4. **"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 Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer 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, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer 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 Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting,



Axon Evidence Justice Services Agreement

maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Axon Evidence user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Axon Evidence.

8. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Customer Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 11.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 11.2. 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;
 - 11.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 11.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 11.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 11.6. 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
 - 11.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
12. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon



Axon Evidence Justice Services Agreement

request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

13. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
14. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.
15. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Evidence Justice Services Agreement

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer'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 Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-555844-45425.941BC

Issued: 05/13/2024

Quote Expiration: 06/28/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 480429

Payment Terms: N30

Delivery Method:

SHIP TO

Solano County (CA) District Attorney's Office
675 Texas St
Fairfield,
CA
94533-6372
USA

BILL TO

Solano County (CA) District Attorney's Office
675 TEXAS ST
FAIRFIELD
CA
94533-6340
USA
Email:

SALES REPRESENTATIVE

Brandon Campbell
Phone:
Email: bcampbell@axon.com
Fax:

PRIMARY CONTACT

Mia Adams
Phone: (707) 784-6800
Email: mmadams@solanocounty.com
Fax: (707) 784-7986

Quote Summary

Program Length

TOTAL COST

ESTIMATED TOTAL W/ TAX

Discount Summary

Average Savings Per Year

TOTAL SAVINGS

120 Months

\$1,774,968.00

\$1,774,968.00

\$173,698.40

\$1,736,984.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$153,411.79	\$0.00	\$153,411.79
Jul 2025	\$160,617.60	\$0.00	\$160,617.60
Jul 2026	\$167,042.30	\$0.00	\$167,042.30
Jul 2027	\$173,724.00	\$0.00	\$173,724.00
Jul 2028	\$180,672.96	\$0.00	\$180,672.96
Jul 2029	\$187,899.87	\$0.00	\$187,899.87
Jul 2030	\$187,899.87	\$0.00	\$187,899.87
Jul 2031	\$187,899.87	\$0.00	\$187,899.87
Jul 2032	\$187,899.87	\$0.00	\$187,899.87
Jul 2033	\$187,899.87	\$0.00	\$187,899.87
Total	\$1,774,968.00	\$0.00	\$1,774,968.00

Quote Unbundled Price: \$3,511,952.00
Quote List Price: \$1,904,216.00
Quote Subtotal: \$1,774,968.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	130	120	\$221.92	\$118.86	\$113.78	\$1,774,968.00	\$0.00	\$1,774,968.00
A la Carte Services									
101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1			\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,774,968.00	\$0.00	\$1,774,968.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justicia Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	130	07/01/2024	06/30/2034
Justicia Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	130	07/01/2024	06/30/2034
Justicia Premier	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	130	07/01/2024	06/30/2034
Justicia Premier	73886	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	130	07/01/2024	06/30/2034
Justicia Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	130	07/01/2024	06/30/2034
Justicia Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	130	07/01/2024	06/30/2034
Justicia Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	130	07/01/2024	06/30/2034

Services

Bundle	Item	Description	QTY
Justicia Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
Justicia Premier	11842	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	130
A la Carte	101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1
A la Carte	101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	675 Texas St	Fairfield	CA	94533-6372	USA

Payment Details

Jul 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	AttorneyPrem	Justice Premier	130	\$153,411.79	\$0.00 \$153,411.79
Invoice Upon Fulfillment	101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1	\$0.00	\$0.00 \$0.00
Invoice Upon Fulfillment	101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1	\$0.00	\$0.00 \$0.00
Total				\$153,411.79	\$0.00 \$153,411.79
Jul 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	AttorneyPrem	Justice Premier	130	\$160,617.60	\$0.00 \$160,617.60
Total				\$160,617.60	\$0.00 \$160,617.60
Jul 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	AttorneyPrem	Justice Premier	130	\$167,042.30	\$0.00 \$167,042.30
Total				\$167,042.30	\$0.00 \$167,042.30
Jul 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	AttorneyPrem	Justice Premier	130	\$173,724.00	\$0.00 \$173,724.00
Total				\$173,724.00	\$0.00 \$173,724.00
Jul 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	AttorneyPrem	Justice Premier	130	\$180,672.96	\$0.00 \$180,672.96
Total				\$180,672.96	\$0.00 \$180,672.96
Jul 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 6	AttorneyPrem	Justice Premier	130	\$187,899.87	\$0.00 \$187,899.87
Total				\$187,899.87	\$0.00 \$187,899.87
Jul 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 7	AttorneyPrem	Justice Premier	130	\$187,899.87	\$0.00 \$187,899.87
Total				\$187,899.87	\$0.00 \$187,899.87

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	AttorneyPrem	Justice Premier	130	\$187,899.87	\$0.00	\$187,899.87
Total				\$187,899.87	\$0.00	\$187,899.87

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	AttorneyPrem	Justice Premier	130	\$187,899.87	\$0.00	\$187,899.87
Total				\$187,899.87	\$0.00	\$187,899.87

Jul 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	AttorneyPrem	Justice Premier	130	\$187,899.87	\$0.00	\$187,899.87
Total				\$187,899.87	\$0.00	\$187,899.87

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.

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 <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. This Agreement begins on the Effective Date and continues for five (5) years (the "Term"). Upon expiration of the initial term, the term of the Agreement shall renew automatically for one (1) additional five (5) years, for a total of ten (10) years, unless Agency notifies Axon of its intent to terminate ninety (90) days prior to the then-current expiration date. Agency's election not to renew for the full ten (10) years shall be treated as a termination subject to relevant terms of the Agreement. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

5/13/2024

