COF Contract No. 20180243



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

SHIP TO Scott Legieza Franklin Police Department - TN 900 Columbia Avenue Franklin, TN 37064 US

BILL TO City of Franklin, Tennessee 109 3rd Ave S PO Box 295 Franklin, TN 37065-0295 US

Q-184216-43448.959MG

Issued 12/14/2018

Quote Expiration: 12/31/2018
Account Number 108051

Start Date: 01/01/2019 Payment Terms: Net 30 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Laura Egan Phone: Email: legan@axon.com

PRIMARY CONTACT

Scott Legieza Phone: (615) 550-6825 Email: scott.legieza@franklintn.gov

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	1,750.00	3,500.00
50070	AXON TOUCH PANEL SOFTWARE	4	1,500.00	1,500.00	6,000.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	4	1,188.00	1,188.00	4,752.00
Hardware				THE RESIDENCE OF THE PARTY OF T	
50112	AXIS VANDAL RESISTANT IP DOME CAMERA	4	940.00	940.00	3,760.00
50118	LOUROE DV-ML MICROPHONE (POE)	4	195.00	195.00	780.00
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	4	2,600.00	2,600.00	10,400.00
74056	TOUCH PANEL WALL MOUNT	4	64.00	64.00	256.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	4	1,240.99	1,240.99	4,963.96
Services					4,000.00
85170	INTERVIEW ROOM, INSTALL AND SETUP	4	2,500.00	2,500.00	10,000.00
				Subtotal	44,411.96
			E	stimated Shipping	0.00
				Estimated Tax	0.00
				Total	44,411.96

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	4	1,188.00	1,188.00	4,752.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 3

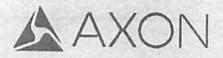
Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	4	1,188.00	1,188.00	4,752.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	4	1,188.00	1,188.00	4,752.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
xon Plans	& Packages				
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	4	1,188.00	1,188.00	4,752.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

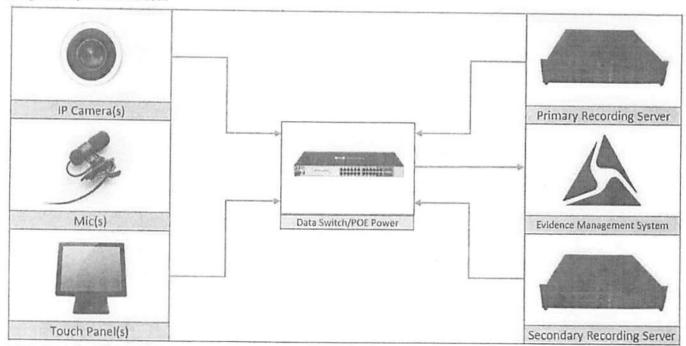


Summary of Payments

Payment	Amount (USD)
Year 1	44,411.96
Year 2	6,652.00
Year 3	6,652.00
Year 4	6,652.00
Year 5	6,652.00
Grand Total	71,019.96

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 Co	onfigurations			
4	Camera(s)	Locations	# Rooms	
0	Covert Enclosure(s)	Franklin Police Department - TN - Interview Room - Head	4	
4		Quarters		
	Injector(s)			
Total Switches				
0	POE Switch(es)			
Total Servers				
2	Server(s) (customer-provided included)			
Total Touch Pan	els			
4	Touch Panel(s) (virtual not included)			
0	Wall Mount(s)			
Total Camera Co	nflgurations			
0	I/O Box(es)			

INTERVIEW ROOM OVERVIEW

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

Network Considerations

	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.					
Network Requirements						
	Each IP Camera must be given	a static IPv4 network addres	ss 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 Device	Static IPs	Total IPs			
Network Addressing	Qty of IP Cameras	4				
Network Addressing	Qty of Touch Panels	4	10			
	Oty of Recording Servers	2				
Data Switch Provisioning	This install will require POE dat	This install will require POE data switches at each location.				
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.					
Customer Provided Items	Customer to provide all device I Customer to also provide:	P addresses				
	Customer IT staff will configure	all switches with proper netwo	ork 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: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)		
Customer Provided Items	Customer to provide preferred metadata fields.		
Axon Provided Items	Axon to facilitate the creation of metadata fields.		

NETWORK CONFIGURATION DETAILS

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

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications:

Training

Application Package	This solution will include on-site application training covering: Touch panel overview Initiating interview wizard Entering metadata Controlling the interview process Closing an interview Evidence.com functionality	
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Additional General Deal Notes

Notes			
	Notes		

LOCATION DETAILS: Franklin Police Department - TN - Interview Room -**Head Quarters**

The following sections detail the configuration Name Fra Roc		Franklin Police Department - TN - Interview Room - Head Quarters	
Cable Consider	ations		
	Axon Profess	sional Services will install the networking cables using a Cat5e Cable Cable.	
Cabling Runs	10	cable runs are required for this installation.	
	8	110v power outlets are required for this installation (Customer Responsibility).	
Cabling Requirements	• Axis II • Serve	h Panel or PC running a virtual Touch Panel	

Servers	Customer-Provided Virtual (VM) Server (with USB port)		
Servers	Customer-Provided Virtual (VM) Server (with USB port)	Quantity:	1
Redundancy	This system includes recording redundancy		
	Customer will provide data switch		0
Data Switch/POE Power		Quantity:	
Touch Panels	OS-X Touch Panel		
Touch Panel Location	Control Center		
Number of I/O Boxes Required	0		

Notes	

The following sections detail the configurations specific to INTERVIEW ROOM 1

Location Name	Franklin Police Department - TN - Interview Room - Head Quarters	
Room Name	Interview Room 1	

Camera Configuration

	Camera 1 will be a(n): AXIS 3374-V Dome IP Camera	
Camera 1		
	Mic: Louroe Tamper Proof Mic	
	This camera requires a(n) N/A	
Recording Activation	Recording will be triggered via Touch Panel	
External Recording-In- Progress Visual	N/A	
Wall Configuration	Drywall	
Ceiling Configuration	Standard Tile	

Notes	

The following sections detail the configurations specific to INTERVIEW ROOM 2

Location Name	Franklin Police Department - TN - Interview Room - Head Quarters
Room Name	Interview Room 2

Camera Configuration

	Camera 1 will be a(n): AXIS 3374-V Dome IP Camera	
Camera 1		
	Mic: Louroe Tamper Proof Mic	
	This camera requires a(n) N/A	
Recording Activation	Recording will be triggered via Touch Panel	
External Recording-In- Progress Visual	N/A	
Wall Configuration	Drywall	
Ceiling Configuration	Standard Tile	

Notes		

The following sections detail the configurations specific to INTERVIEW ROOM 3

Location Name	Franklin Police Department - TN - Interview Room - Head Quarters
Room Name	Interview Room 3

Camera Configuration

	Camera 1 will be a(n): AXIS 3374-V Dome IP Camera
Camera 1	
	Mic: Louroe Tamper Proof Mic
	This camera requires a(n) N/A
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In- Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Notes	

The following sections detail the configurations specific to INTERVIEW ROOM 4

Location Name	Franklin Police Department - TN - Interview Room - Head Quarters		
Room Name	Interview Room 4		

Camera Configuration

R. Marie St. St.	Camera 1 will be a(n): AXIS 3374-V Dome IP Camera
Camera 1	
	Mic: Louroe Tamper Proof Mic
	This camera requires a(n) N/A
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In- Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

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.

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National IPA Contract No. 151089 is used for pricing and purchasing justification.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein, Contract No. 2018-0027 between City of Franklin and Axon Entrprise, Inc., the attached Interview Room Appendix, and the attached Statement of Work (SOW) Axon Interview Room purchase. 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.

For City of Fran	nklin, Tennessee A of passics:	.: Ve	ra- J. Gerth
Signature:	Erica tucky	Date:	12.28-18
Name (Print):	Eric S. Stuckey	Title:	City Administrator
PO# (Or write N/A):	(not applicable)		
Approved as To Signature:	Tiffani M. Pope bypen	MSSIC	n: Matthew R. Muenzen
Name (Print):	Tiffani M. Pope	Title:	Staff Attorney
For Axon Ente	rprise, Inc.		
Signature:	150 Cato/1	Date:	12/17/18
Name (Print):	Robert Driscoll Jr	Title:	VP. Associate General Cansel

Please sign and email to Laura Egan at legan@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

Quote: Q-184216-43448.959MG

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Axon Interview Room Appendix

As Axon Interview Room is included on the Quote, this Axon Interview Rom Appendix applies.

- Axon Interview Room Evidence.com Subscription Term. The Evidence.com Subscription for Axon Interview Room (Interview Room Subscription) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- **Statement of Work**. The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- **Axon Interview Room Warranty**. Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - **3.1. Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. Product Repair or Replacement. If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- Hardware Maintenance Warranty Coverage. As the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (Hardware Maintenance Term). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - **4.1.** Hardware Maintenance Termination. If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - **4.1.1.** Hardware Maintenance coverage will terminate as of the date of termination and no refunds will be given.
 - **4.1.2.** Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.
- **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

Axon Interview Unlimited. For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.