



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

**Q-182787-43368.539KP**

Issued: 09/25/2018

Quote Expiration: 10/31/2018

Account Number: 477982

Start Date: 11/01/2018  
 Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE****SHIP TO**

UNT Dallas Police Dept. - TX  
 7400 University Hills Blvd.  
 DALLAS, TX 75241  
 US

**BILL TO**

UNT Dallas Police Dept. - TX  
 7400 University Hills Blvd.  
 DALLAS, TX 75241  
 US

**PRIMARY CONTACT**

Email:

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	2	1,548.00	387.00	774.00
<b>Hardware</b>					
71079	CAMERA SYSTEM, FRONT, FLEET 2	2	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	2	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	2	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	2	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	2	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	2	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	4	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	4	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	4	0.00	0.00	0.00
74027	Axon Fleet Dongle	2	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	2	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	2	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	2	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	2	880.00	880.00	1,760.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	2	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	2	270.00	270.00	540.00

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
11521	CRADLEPOINT - NETCLOUD + CRADLE CARE - 5 YEARS	2	550.00	550.00	1,100.00
74027	Axon Fleet Dongle	2	14.95	0.00	0.00
				Subtotal	4,174.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	4,174.00

**Spare**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
71079	CAMERA SYSTEM, FRONT, FLEET 2	1	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	1	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	1	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	1	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	1	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	1	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	2	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	2	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	2	1,548.00	1,548.00	3,096.00
				Subtotal	3,096.00
				Estimated Tax	0.00
				Total	3,096.00

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	2	1,548.00	1,548.00	3,096.00
				Subtotal	3,096.00
				Estimated Tax	0.00
				Total	3,096.00

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	2	1,548.00	1,548.00	3,096.00
				Subtotal	3,096.00
				Estimated Tax	0.00
				Total	3,096.00

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	2	1,548.00	1,548.00	3,096.00
				Subtotal	3,096.00
				Estimated Tax	0.00
				Total	3,096.00

<b>Grand Total</b>	<b>16,558.00</b>
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## Discounts (USD)

Quote Expiration: 10/31/2018

List Amount	18,909.90
Discounts	2,351.90
<b>Total</b>	<b>16,558.00</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	4,174.00
Spare	0.00
Year 2	3,096.00
Year 3	3,096.00
Year 4	3,096.00
Year 5	3,096.00
<b>Grand Total</b>	<b>16,558.00</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: UNT Dallas Police Dept. - TX

Quote: Q-182787-43368.539KP

Sold By:		
Designed By:		
Installed By:		
Target Install Date:		

## SITE NAME

Headquarters

## CUSTOMER NAME

UNT Dallas Police Dept. - TX

- 2 Total Vehicles with this Configuration

## Video Capture Sources

- 4 Total Cameras Deployed
- 1 Axon Signal Unit(s) Per Vehicle

### Mobile Data Terminal Per Vehicle

- 1 Located In Each Vehicle

### Mobile Router Per Vehicle

- 1 Cradlepoint IBR900 Series

### Offload Mechanism

- 4G LTE Cellular

## Evidence Management System

- Evidence.com



Axon Camera



Signal Unit



### In-Car Router



### Battery Box

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	



<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	4	8	
	Mobile Data Terminal	2		
	Cradlepoint IBR900 Series	2		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

Project Management	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
Vehicle Installation	<p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. SKU 74063, the price includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
Custom Trigger Installation	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation. Per this conversation, the Agency has decided to incorporate the following triggers during the deployment:</p> <ul style="list-style-type: none"> <li>• Please Note Triggers Requested by the Agency In this section: Speed, Crash, Light Bar, Gun Lock 1, Gun Lock 2, Custom (Door Trigger, K9 Pop, etc)</li> </ul>
Training	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>



## 4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

Addendum attached hereto and incorporated herein for all purposes.\*\*

### 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](http://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:

Name (Print):

PO# (Or write  
N/A):

7406

Please sign and email 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](http://buy.axon.com)

Quote: Q-182787-43368.539KP

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### STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") and the University of North Texas at Dallas ("UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTD; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTD is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTD. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTD that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Dallas County, Texas, and venue for any suit filed against UNTD shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTD's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTD shall issue written notice to Vendor that UNTD may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNTD, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTD shall, without further requirement, satisfy all insurance obligations of UNTD under the Agreement.

Public Information. UNTD shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTD in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTD is required by Texas Gov't Code Section 2261.253 to post each contract it enters into for the purchase of goods or services from a private vendor on its internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTD is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTD property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTD, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Vendor: AXON ENTERPRISE, INC.

UNIVERSITY OF NORTH TEXAS AT DALLAS

Title: \_\_\_\_\_  
Date: 10/8/2018

10/5/2018  
Date: \_\_\_\_\_