



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-479521-45181.096JB

Issued: 09/11/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 112375

Payment Terms: N30

Delivery Method:

SHIP TO

Dupage Co. Sheriffs-501 N County Farm Rd
 501 N County Farm Rd
 Wheaton,
 IL
 60187-3942
 USA

BILL TO

Dupage County Sheriff's Office
 501 N County Farm Rd
 Wheaton
 IL
 60187-3942
 USA
 Email:

SALES REPRESENTATIVE

Julie Bosack
 Phone: 312-576-2829
 Email: jbosack@axon.com
 Fax:

PRIMARY CONTACT

Dan Bilodeau
 Phone: (630) 407-2402
 Email: dan.bilodeau@dupagesheriff.org
 Fax: (630) 407-2258

Quote Summary

Program Length	51 Months
TOTAL COST	\$1,515,000.00
ESTIMATED TOTAL W/ TAX	\$1,515,000.00

Discount Summary

Average Savings Per Year	\$92,906.79
TOTAL SAVINGS	\$394,853.84

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$378,750.00	\$0.00	\$378,750.00
May 2025	\$378,750.00	\$0.00	\$378,750.00
May 2026	\$378,750.00	\$0.00	\$378,750.00
May 2027	\$378,750.00	\$0.00	\$378,750.00
Total	\$1,515,000.00	\$0.00	\$1,515,000.00

Quote Unbundled Price:	\$1,909,853.84
Quote List Price:	\$1,703,626.16
Quote Subtotal:	\$1,515,000.00

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									
100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	24	9		\$7.00	\$7.00	\$1,512.00	\$0.00	\$1,512.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	88	9		\$108.00	\$16.48	\$13,050.40	\$0.00	\$13,050.40
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	51	\$41.67	\$32.50	\$32.50	\$39,780.00	\$0.00	\$39,780.00
Fleet3A	Fleet 3 Advanced	88	51	\$298.02	\$254.57	\$228.69	\$1,026,360.72	\$0.00	\$1,026,360.72
A la Carte Hardware									
R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	88			\$4,901.00	\$4,901.10	\$431,296.88	\$0.00	\$431,296.88
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$1,515,000.00	\$0.00	\$1,515,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	88	02/01/2024
	100194	CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	88	02/01/2024
	100768	CRADLEPOINT MC400-5GB MODULAR MODEM	88	02/01/2024
	71203	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, BL	88	02/01/2024
	71205	FLEET ANT, AIRGAIN, 4-IN-1, 4LTE/5G, BL	88	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	88	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	88	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	02/01/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	88	02/01/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	24	02/01/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	24	02/01/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72037	FLEET 3 INTERIOR CAMERA	24	02/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	88	05/01/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	2	05/01/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72042	FLEET INTERIOR CAMERA REFRESH	24	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	88	03/01/2024	05/31/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	88	03/01/2024	05/31/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	88	03/01/2024	05/31/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	176	03/01/2024	05/31/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	03/01/2024	05/31/2028

Services

Bundle	Item	Description	QTY
CRADLEPOINT R1900 DUAL MODEM KIT	100738	FLEET SIM INSERTION, VZW, 5G	88
CRADLEPOINT R1900 DUAL MODEM KIT	100738	FLEET SIM INSERTION, VZW, 5G	88
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	88
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	88	03/01/2024	05/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	88	02/01/2025	05/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	02/01/2025	05/31/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	24	02/01/2025	05/31/2028

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$750.00	\$0.00	\$750.00
Year 1	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	24	\$378.00	\$0.00	\$378.00
Year 1	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	88	\$3,262.60	\$0.00	\$3,262.60
Year 1	Fleet3A	Fleet 3 Advanced	88	\$256,590.19	\$0.00	\$256,590.19
Year 1	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	\$9,945.00	\$0.00	\$9,945.00
Year 1	R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	88	\$107,824.21	\$0.00	\$107,824.21
Total				\$378,750.00	\$0.00	\$378,750.00

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$750.00	\$0.00	\$750.00
Year 2	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	24	\$378.00	\$0.00	\$378.00
Year 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	88	\$3,262.60	\$0.00	\$3,262.60
Year 2	Fleet3A	Fleet 3 Advanced	88	\$256,590.19	\$0.00	\$256,590.19
Year 2	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	\$9,945.00	\$0.00	\$9,945.00
Year 2	R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	88	\$107,824.21	\$0.00	\$107,824.21
Total				\$378,750.00	\$0.00	\$378,750.00

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$750.00	\$0.00	\$750.00
Year 3	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	24	\$378.00	\$0.00	\$378.00
Year 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	88	\$3,262.60	\$0.00	\$3,262.60
Year 3	Fleet3A	Fleet 3 Advanced	88	\$256,590.19	\$0.00	\$256,590.19
Year 3	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	\$9,945.00	\$0.00	\$9,945.00
Year 3	R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	88	\$107,824.21	\$0.00	\$107,824.21
Total				\$378,750.00	\$0.00	\$378,750.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$750.00	\$0.00	\$750.00
Year 4	100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	24	\$378.00	\$0.00	\$378.00
Year 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	88	\$3,262.60	\$0.00	\$3,262.60
Year 4	Fleet3A	Fleet 3 Advanced	88	\$256,590.19	\$0.00	\$256,590.19
Year 4	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	24	\$9,945.00	\$0.00	\$9,945.00

May 2027
Invoice Plan
Year 4
Total

Item	Description	Qty	Subtotal	Tax	Total
R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	88	\$107,824.21	\$0.00	\$107,824.21
			\$378,750.00	\$0.00	\$378,750.00

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 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.

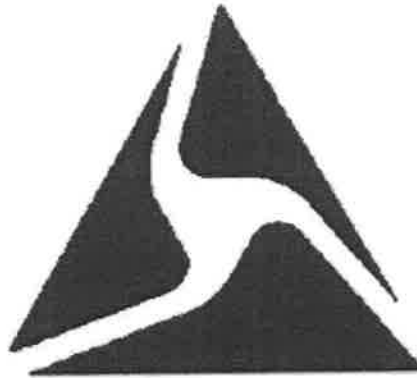
Acceptance of Terms:

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.

Signature

9/11/2023

Date Signed



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 Dupage County Sheriff's Office 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 results 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 components, 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.

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #010720-AXN

This agreement ("the Agreement") is hereby made this ___ day of _____, 2023, by the DuPage County Sheriff's Office ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 010720-AXN with Sourcewell dated February 25, 2020, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories" (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in Quote Q-475076-45180.597GG (the "Quote") attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with Sourcewell Contract #010720-AXN, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____