INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard Contract #648-21

This agreement ("the Agreement") is hereby made as of the last signature date below, by the City of McKinney by and through its Police Department ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires Axon to provide certain products and services as described on Quote Q-450676; and

WHEREAS, Axon is a party to Contract No. <u>648-21</u> with The Local Government Purchasing Cooperative ("BuyBoard") dated 10/1/2021, related to "Law Enforcement Body Cameras, Supplies, and Equipment" and BuyBoard Proposal No. <u>698-23</u> related to "Public Safety and Firehouse Supplies and Equipment" (the "Buyboard Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Agency at the same prices chargeable to Buyboard; 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 Buyboard 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 Buyboard Contract for the goods and services detailed in Quote Q-450676 (the "Quote") attached hereto as Exhibit A.
- 2. Agency Warranty. Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- **3.** The term of this Agreement shall begin upon the date of last signature and shall continue until all the expiration of the term specified within the Quote. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard 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.
- 4. The Parties hereby acknowledge that this Agreement is being executed prior to any funds being allocated for the goods and services to be rendered by Axon as a part of the BuyBoard Contract and Axon understands and agrees that neither this Agreement nor the BuyBoard Contract obligates Agency to allocate any funding at any point in the future for goods and services contemplated in either this Agreement or the BuyBoard Contract. Should Agency fail to allocate the necessary funds for the next fiscal year beginning October 1, 2023, both this Agreement and the BuyBoard Contract shall terminate as between the Parties.

This Agreement, together with Buyboard Contract #648-21, 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:

Exhibit A



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-450676-45070.119DT

Issued: 05/23/2023

Quote Expiration: 07/01/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 326022 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
2750 Community Ave	City of McKinney	Danny Thielen	Jody Morse
2750 Community Ave McKinney, TX 75071-2472 USA	PO Box 517 McKinney, TX 75070-8013 USA Email:	Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	

Quote Summary

Discount Summary

Program Length	60 Months	Average Savings Per Year	\$254,058.65
TOTAL COST	\$4,050,000.00		¢1 070 000 07
ESTIMATED TOTAL W/ TAX	\$4,050,000.00	TOTAL SAVINGS	\$1,270,293.27

Payment Summary

Date	Subtotal	Тах	Total
Sep 2023	\$809,999.91	\$0.00	\$809,999.91
Sep 2024	\$810,000.01	\$0.00	\$810,000.01
Sep 2025	\$810,000.01	\$0.00	\$810,000.01
Sep 2026	\$810,000.01	\$0.00	\$810,000.01
Sep 2027	\$810,000.06	\$0.00	\$810,000.06
Total	\$4,050,000.00	\$0.00	\$4,050,000.00

Quote Unbundled Price:	\$5,320,293.27
Quote List Price:	\$5,073,320.41
Quote Subtotal:	\$4,050,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Тах	Total
Program									
100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	200	4		\$45.36	\$0.00	\$0.00	\$0.00	\$0.00
80461	FLEET 3 BUNDLE WITH TAP TRUE UP	109	7		\$115.75	\$0.00	\$0.00	\$0.00	\$0.00
BWCUwTAP	BWC Unlimited with TAP	258	60	\$108.19	\$98.58	\$75.11	\$1,162,702.80	\$0.00	\$1,162,702.80
T10Cert	Taser 10 Certification Bundle	200	56	\$80.07	\$75.83	\$63.20	\$707,892.04	\$0.00	\$707,892.04
Fleet3B+TAP	Fleet 3 Basic + TAP	109	53	\$213.52	\$204.74	\$136.50	\$788,552.33	\$0.00	\$788,552.33
A la Carte					S. ANT LA				
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$233.35	\$233.35	\$1,400.10	\$0.00	\$1,400.10
50298	INTERVIEW - CAMERA - OVERT DOME	6			\$964.00	\$964.00	\$5,784.00	\$0.00	\$5,784.00
50294	INTERVIEW - SERVER - LITE	2			\$3,384.00	\$3,384.00	\$6,768.00	\$0.00	\$6,768.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			\$1,409.02	\$1,408.75	\$1,408.75	\$0.00	\$1,408.75
50322	INTERVIEW - TOUCH PANEL PRO	6			\$2,987.48	\$2,987.48	\$17,924.88	\$0.00	\$17,924.88
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6			\$64.00	\$64.00	\$384.00	\$0.00	\$384.00
H00001	AB4 Camera Bundle	258			\$849.00	\$849.00	\$219,042.00	\$0.00	\$219,042.00
H00002	AB4 Multi Bay Dock Bundle	33			\$1,638.90	\$1,638.90	\$54,083.70	\$0.00	\$54,083.70
A la Carte Soft		The section	Sec. 1		Contraction of the	an in the second		and the state	Constant and the
73682	AUTO TAGGING LICENSE	258	60		\$9.00	\$9.00	\$139,320.00	\$0.00	\$139,320.00
73478	REDACTION ASSISTANT USER LICENSE	258	60		\$9.00	\$9.00	\$139,320.00	\$0.00	\$139,320.00
100165	UNLIMITED 3RD-PARTY STORAGE	258	60		\$31.46	\$31.46	\$487,000.80	\$0.00	\$487,000.80
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6			\$1,500.00	\$1,500.00	\$9,000.00	\$0.00	\$9,000.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	55		\$106.47	\$106.47	\$35,135.10	\$0.00	\$35,135.10
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	55		\$26.89	\$21.02	\$6,937.62	\$0.00	\$6,937.62
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	55		\$31.40	\$24.55	\$2,700.40	\$0.00	\$2,700.40
ProLicense	Pro License Bundle	15	60		\$39.00	\$42.25	\$38,025.00	\$0.00	\$38,025.00
A la Carte Serv	vices							as contactor	
80190	Evidence.com Channel Services	1			\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	60		\$9.76	\$9.76	\$151,084.80	\$0.00	\$151,084.80
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
85014	AXON 1-DAY SERVICE	1			\$3,150.00	\$3,150.00	\$3,150.00	\$0.00	\$3,150.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6			\$5,950.00	\$5,950.00	\$35,700.00	\$0.00	\$35,700.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00

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A la Carte W	Varranties		Contract of the second			and the second second		
50448	EXT WARRANTY, INTERVIEW ROOM	6	44	\$24.37	\$24.37	\$6,433.68	\$0.00	\$6,433.68
Total			A STATE AND A STATE			\$4,050,000.00	\$0.00	\$4,050,000.00

Delivery Schedule

Hardware

Bundle	ltem	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA	258	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	8	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB3 OR FLEX 2	284	09/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	284	09/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	33	09/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	33	09/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	33	09/01/2023
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	200	01/01/2024
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	6	01/01/2024
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	200	01/01/2024
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	6	01/01/2024
Taser 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	8	01/01/2024
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	8	01/01/2024
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	8	01/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	4000	01/01/2024
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	1200	01/01/2024
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	80	01/01/2024
Taser 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	200	01/01/2024
Taser 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	01/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	200	01/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	34	01/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	6	01/01/2024
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	01/01/2024
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	01/01/2024
Taser 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	2	01/01/2024
Taser 10 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	01/01/2024
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	01/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	02/01/2024
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	02/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	02/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	6	02/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	6	02/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	02/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	109	04/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	109	04/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	04/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	01/01/2025
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	01/01/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	1200	01/01/2026
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	266	03/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	33	03/01/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	01/01/2027
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	01/01/2028
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	266	09/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	33	09/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	109	09/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	3	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	258	10/01/2023	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	258	10/01/2023	09/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	45	10/01/2023	09/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	15	10/01/2023	09/30/2028
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	258	10/01/2023	09/30/2028
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	10/01/2023	09/30/2028
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	10/01/2023	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	258	10/01/2023	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	258	10/01/2023	09/30/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	200	02/01/2024	09/30/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	2	02/01/2024	09/30/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	03/01/2024	09/30/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	03/01/2024	09/30/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	03/01/2024	09/30/2028
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	109	05/01/2024	09/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	218	05/01/2024	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	109
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	200
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258

Services

Bundle	ltem	Description	QTY
A la Carte	80190	Evidence.com Channel Services	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6

Warranties

Bundle	ltem	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	258	10/01/2023	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	10/01/2023	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	33	09/01/2024	09/30/2028
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	200	01/01/2025	09/30/2028
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	6	01/01/2025	09/30/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	200	01/01/2025	09/30/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	01/01/2025	09/30/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	34	01/01/2025	09/30/2028
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	01/01/2025	09/30/2028
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	6	02/01/2025	09/30/2028
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	109	04/01/2025	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	109	04/01/2025	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	04/01/2025	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$157,710.47	\$0.00	\$157,710.47
HW and Services Upfront	85014	AXON 1-DAY SERVICE	1	\$3,150.00	\$0.00	\$3,150.00
HW and Services Upfront	85144	AXON STARTER	1	\$9,950.00	\$0.00	\$9,950.00
HW and Services Upfront	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,800.00	\$0.00	\$6,800.00
HW and Services Upfront	H00001	AB4 Camera Bundle	258	\$219,042.00	\$0.00	\$219,042.00
HW and Services Upfront	H00002	AB4 Multi Bay Dock Bundle	33	\$54,083.70	\$0.00	\$54,083.70
IR - Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	\$1,800.00	\$0.00	\$1,800.00
IR - Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	\$1,387.52	\$0.00	\$1,387.52
IR - Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
IR - Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$540.08	\$0.00	\$540.08
IR - Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	\$7,027.02	\$0.00	\$7,027.02
IR - Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.02	\$0.00	\$280.02
IR - Year 1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$281.75	\$0.00	\$281.75
IR - Year 1	50294	INTERVIEW - SERVER - LITE	2	\$1,353.60	\$0.00	\$1,353.60
IR - Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	6	\$1,156.80	\$0.00	\$1,156.80
IR - Year 1	50322	INTERVIEW - TOUCH PANEL PRO	6	\$3,584.98	\$0.00	\$3,584.98
IR - Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	6	\$1,286.74	\$0.00	\$1,286.74
IR - Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$76.80	\$0.00	\$76.80
IR - Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6	\$7,140.00	\$0.00	\$7,140.00
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	258	\$43,738.36	\$0.00	\$43,738.36
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	\$13,569.16	\$0.00	\$13,569.16
Year 1	73478	REDACTION ASSISTANT USER LICENSE	258	\$12,512.56	\$0.00	\$12,512.56
Year 1	73682	AUTO TAGGING LICENSE	258	\$12,512.56	\$0.00	\$12,512.56
Year 1	80190	Evidence.com Channel Services	1	\$898.12	\$0.00	\$898.12
Year 1	BWCUwTAP	BWC Unlimited with TAP	258	\$104,424.20	\$0.00	\$104,424.20
Year 1	ProLicense	Pro License Bundle	15	\$3,415.08	\$0.00	\$3,415.08
Year 1	T10Cert	Taser 10 Certification Bundle	200	\$141,578.39	\$0.00	\$141,578.39
Total				\$809,999.91	\$0.00	\$809,999.91

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	200	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	109	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Invoice Upon Fulfillment	T10Cert	Taser 10 Certification Bundle	200	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$157,710.47	\$0.00	\$157,710.47
IR - Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	\$1,800.00	\$0.00	\$1,800.00
IR - Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	\$1,387.52	\$0.00	\$1,387.52
IR - Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
IR - Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$540.08	\$0.00	\$540.08
IR - Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	\$7,027.02	\$0.00	\$7,027.02
IR - Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.02	\$0.00	\$280.02
IR - Year 2	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$281.75	\$0.00	\$281.75
IR - Year 2	50294	INTERVIEW - SERVER - LITE	2	\$1,353.60	\$0.00	\$1,353.60
IR - Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	6	\$1,156.80	\$0.00	\$1,156.80
IR - Year 2	50322	INTERVIEW - TOUCH PANEL PRO	6	\$3,584.98	\$0.00	\$3,584.98
IR - Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	6	\$1,286.74	\$0.00	\$1,286.74
IR - Year 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$76.80	\$0.00	\$76.80
IR - Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6	\$7,140.00	\$0.00	\$7,140.00
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	258	\$110,815.61	\$0.00	\$110,815.61
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	\$34,378.91	\$0.00	\$34,378.91
Year 2	73478	REDACTION ASSISTANT USER LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 2	73682	AUTO TAGGING LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 2	80190	Evidence.com Channel Services	1	\$2,275.47	\$0.00	\$2,275.47
Year 2	BWCUwTAP	BWC Unlimited with TAP	258	\$264,569.65	\$0.00	\$264,569.65
Year 2	ProLicense	Pro License Bundle	15	\$8,652.48	\$0.00	\$8,652.48
Year 2	T10Cert	Taser 10 Certification Bundle	200	\$141,578.39	\$0.00	\$141,578.39
Total	The states of the states			\$810,000.01	\$0.00	\$810,000.01

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$157,710.47	\$0.00	\$157,710.47
IR - Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	\$1,800.00	\$0.00	\$1,800.00
IR - Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	\$1,387.52	\$0.00	\$1,387.52
IR - Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
IR - Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$540.08	\$0.00	\$540.08
IR - Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	\$7,027.02	\$0.00	\$7,027.02
IR - Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.02	\$0.00	\$280.02
IR - Year 3	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$281.75	\$0.00	\$281.75
IR - Year 3	50294	INTERVIEW - SERVER - LITE	2	\$1,353.60	\$0.00	\$1,353.60
IR - Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	6	\$1,156.80	\$0.00	\$1,156.80
IR - Year 3	50322	INTERVIEW - TOUCH PANEL PRO	6	\$3,584.98	\$0.00	\$3,584.98
IR - Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	6	\$1,286.74	\$0.00	\$1,286.74
IR - Year 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$76.80	\$0.00	\$76.80
IR - Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6	\$7,140.00	\$0.00	\$7,140.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	258	\$110,815.61	\$0.00	\$110,815.61
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	\$34,378.91	\$0.00	\$34,378.91
Year 3	73478	REDACTION ASSISTANT USER LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 3	73682	AUTO TAGGING LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 3	80190	Evidence.com Channel Services	1	\$2,275.47	\$0.00	\$2,275.47
Year 3	BWCUwTAP	BWC Unlimited with TAP	258	\$264,569.65	\$0.00	\$264,569.65
Year 3	ProLicense	Pro License Bundle	15	\$8,652.48	\$0.00	\$8,652.48
Year 3	T10Cert	Taser 10 Certification Bundle	200	\$141,578.39	\$0.00	\$141,578.39
Total				\$810,000.01	\$0.00	\$810,000.01

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Fleet - Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$157,710.47	\$0.00	\$157,710.47
IR - Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	\$1,800.00	\$0.00	\$1,800.00
IR - Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	\$1,387.52	\$0.00	\$1,387.52
IR - Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
IR - Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$540.08	\$0.00	\$540.08
IR - Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	\$7,027.02	\$0.00	\$7,027.02
IR - Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.02	\$0.00	\$280.02
IR - Year 4	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$281.75	\$0.00	\$281.75
IR - Year 4	50294	INTERVIEW - SERVER - LITE	2	\$1,353.60	\$0.00	\$1,353.60
IR - Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	6	\$1,156.80	\$0.00	\$1,156.80
IR - Year 4	50322	INTERVIEW - TOUCH PANEL PRO	6	\$3,584.98	\$0.00	\$3,584.98
IR - Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	6	\$1,286.74	\$0.00	\$1,286.74
IR - Year 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$76.80	\$0.00	\$76.80
IR - Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6	\$7,140.00	\$0.00	\$7,140.00
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	258	\$110,815.61	\$0.00	\$110,815.61
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	\$34,378.91	\$0.00	\$34,378.91
Year 4	73478	REDACTION ASSISTANT USER LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 4	73682	AUTO TAGGING LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 4	80190	Evidence.com Channel Services	1	\$2,275.47	\$0.00	\$2,275.47
Year 4	BWCUwTAP	BWC Unlimited with TAP	258	\$264,569.65	\$0.00	\$264,569.65
Year 4	ProLicense	Pro License Bundle	15	\$8,652.48	\$0.00	\$8,652.48
Year 4	T10Cert	Taser 10 Certification Bundle	200	\$141,578.39	\$0.00	\$141,578.39
Total				\$810,000.01	\$0.00	\$810,000.01

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Fleet - Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	109	\$157,710.45	\$0.00	\$157,710.45
IR - Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	6	\$1,800.00	\$0.00	\$1,800.00
IR - Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	6	\$1,387.54	\$0.00	\$1,387.54
IR - Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
IR - Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$540.08	\$0.00	\$540.08
IR - Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	\$7,027.02	\$0.00	\$7,027.02
IR - Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.02	\$0.00	\$280.02

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Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
IR - Year 5	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$281.75	\$0.00	\$281.75
IR - Year 5	50294	INTERVIEW - SERVER - LITE	2	\$1,353.60	\$0.00	\$1,353.60
IR - Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	6	\$1,156.80	\$0.00	\$1,156.80
IR - Year 5	50322	INTERVIEW - TOUCH PANEL PRO	6	\$3,584.96	\$0.00	\$3,584.96
IR - Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	6	\$1,286.72	\$0.00	\$1,286.72
IR - Year 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$76.80	\$0.00	\$76.80
IR - Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	6	\$7,140.00	\$0.00	\$7,140.00
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	258	\$110,815.61	\$0.00	\$110,815.61
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	258	\$34,378.91	\$0.00	\$34,378.91
Year 5	73478	REDACTION ASSISTANT USER LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 5	73682	AUTO TAGGING LICENSE	258	\$31,701.86	\$0.00	\$31,701.86
Year 5	80190	Evidence.com Channel Services	1	\$2,275.47	\$0.00	\$2,275.47
Year 5	BWCUwTAP	BWC Unlimited with TAP	258	\$264,569.65	\$0.00	\$264,569.65
Year 5	ProLicense	Pro License Bundle	15	\$8,652.48	\$0.00	\$8,652.48
Year 5	T10Cert	Taser 10 Certification Bundle	200	\$141,578.48	\$0.00	\$141,578.48
Total				\$810,000.06	\$0.00	\$810,000.06

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 <u>www.axon.com/legal/sales-terms-and-conditions)</u>, 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

5/23/2023

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 the City of McKinney by and through its Police Department ("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 or written 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

AGNECY 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 <u>NetCloud Manager</u> 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 warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.