

City of Miami Beach Negotiated Terms with Axon Enterprise, Inc.	
Term of Agreement	5-Year term (no renewal periods); Termination for Convenience: The City may terminate this Agreement, for any or no cause, upon thirty (30) days written notice to Axon.
Products and Services	See Exhibit A (Products and Services Deliverables)
Payment Schedule/Final Pricing	See Exhibit A (Products and Services Deliverables)
Negotiated Savings	\$ 1,063,222.10 (All Departments)
Warranty and Replacement Program	Hardware Limited Warranty. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon (" CEW ") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.
Service Level Agreement (Evidence.Com)	<p>This Service Level Agreement (SLA) is a policy governing the use of the Evidence.comTM Service Offerings (Service Offerings) under the MSPA.</p> <p>1. Definitions.</p> <p>"Downtime" are periods of time, measured in minutes, in which the Service Offering is Unavailable to the Agency. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.</p> <p>"Incident" a period of time in which the Agency experiences Downtime.</p> <p>"Maximum Available Minutes" is the total accumulated minutes during a Service Month for the Service Offering.</p> <p>"Monthly Uptime Percentage" is (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.</p> <p>"Scheduled Downtime" are periods of time, measured in minutes, in which the Service Offering is unavailable to the Agency and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.</p> <p>"Service Month" is a calendar month at Coordinated Universal Time (UTC).</p> <p>"Unavailable" and "Unavailability" is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.</p>

2. **2 Service Level Objective.** Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.
3. **3 Guaranteed Service Level and Credits.** If Axon fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the Agency may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the Agency.

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

4. **4 Requesting Service Credits.** In order for Axon to consider a claim for Service Credits, the Agency must submit the claim to Axon's customer support, including all information necessary for Axon to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.
 - 4.1** Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, Axon must receive the claim and all required information by March 31st.
 - 4.2** Axon will evaluate all information reasonably available to Axon and make a good faith determination of whether a Service Credit is owed. Axon will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. The Agency must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If Axon determines that a Service Credit is owed to the Agency, Axon will apply the Service Credit to the end of the Agency's Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.
5. **5 Service Maintenance.** Maintenance will take place according to Axon's prevailing Maintenance Schedule, which may be found at: <https://www.axon.com/trust/maintenance>. Maintenance periods may periodically result in the Service Offerings being Unavailable to the Agency. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits
Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits
6. **6 Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any

	<p>other Evidence.com performance issues: (a) caused by factors outside of Axon's reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside Axon's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Axon's direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from Axon's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement.</p>
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Exhibit A: Products and Services Deliverables

		Police Officers		Police Non-Taser		Parking Code Compliance		Fire Building	
	New to Police Department	OSP 7+ Bundle Police Department Year 1 (398)	OSP 7+ Bundle Police Department Years 2-5 (398)	Unlimited + Software Only Police Department Year 1 (50)	Unlimited + Software Only Police Department Years 2-5 (50)	Code Compliance (48), Parking (54) Year 1	Code Compliance (48), Parking (54) Years 2-5	Fire Department (15), Building (43) Year 1	Fire Department (15), Building (43) Year 2-5
Hardware									
Taser 7 Handle	Upgrade	Yes	No	No	No	No	No	No	No
Taser 7 Holster	Upgrade	Yes	No	No	No	No	No	No	No
8 training cartridges per year/handle	Yes	Yes	Yes	No	No	No	No	No	No
Duty Cartridges	Yes	Yes	As Needed	No	No				
Inert Training Cartridges	Yes	Yes	No	No	No	No	No	No	No
Battery per handle (+20% spares)	Yes	Yes	NA	No	No	No	No	No	No
Handle Spares	Yes	Yes	NA	No	No	No	No	No	No
Taser 7 Dock (1 per 100 Handles)	Yes	Yes	NA	No	No	No	No	No	No
Oculus Go	Yes	Yes	NA	No	No	No	No	No	No
Halt Suit	Yes	Yes	NA	No	No	No	No	No	No
Target	Yes	Yes	NA	No	No	No	No	No	No
Body Worn Camera	Upgrade	Yes	2.5 Yrs, 5 Yrs	Yes	Yes	Yes	2.5 Yrs, 5 Yrs	Yes	No
Axon Dock (Cameras)	Upgrade	Yes	2.5 Yrs, 5 Yrs	Yes	Yes	Yes	2.5 Yrs, 5 Yrs	Yes	No
Camera Mounts (2 per camera)	Upgrade	Yes	2.5 Yrs, 5 Yrs	Yes	Yes	Yes	2.5 Yrs, 5 Yrs	Yes	No
Axon Signal Sidearm	Yes	Yes	2.5 Yrs	No	No	No	No	No	No
Unlimited Storage	No	Yes	Yes	Yes	Yes	Yes	Yes		No
Ala Carte Axon Storage	NA	NA	NA	NA	NA	NA	NA	Yes	Yes
Software Inclusions									
Taser 7 5 year warranty	Yes	Yes	Yes	No	No	No	No	No	No
Online Officer Training	Yes	Yes	Yes	No	No	No	No	No	No
Instructor Training (4 Instructor, 1 Master Instructor)	Yes	Yes	Yes	No	No	No	No	No	No
Virtual Training	Yes	Yes	Yes	No	No	No	No	No	No
40 GB Per User 3 rd Party Storage	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Pro License Per User	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Technology Assurance Plan (Camera)	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Technology Assurance Plan (Docks)	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Axon Aware	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Axon Aware +	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Axon Auto Tagging	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Axon Performance	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Axon Redaction Assistant	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Axon Citizen for Communities	Yes	Yes	Yes	Yes	Yes	No	No	No	No
A la Carte Pricing									
Channel Services (3rd Party Data Ingestion)	Yes	Yes	Yes	NA	NA	No	No	No	No
Interview Room	Yes	Yes	Yes	NA	NA	No	No	No	No
Interview Room Touch Panels	Upgrade	Yes	NA	No	No	No	No	No	No
Interview Room Touch Panels Warranty	Yes	Yes	Yes	NA	NA	No	No	No	No
Axon AIR Pilots Licenses	Yes	Yes	Yes	NA	NA	No	No	No	No
Internal Affairs Evidence.com	No	Yes	Yes	NA	NA	No	No	No	No
Pro Licenses (8)	No	Yes	Yes	NA	NA	No	No	No	No
2nd Body Camera (8)	Yes	Yes	Years 2.5 and 5	NA	NA	No	No	No	No
Dock (1)	Yes	Yes	Years 2.5 and 5	NA	NA	No	No	No	No
30 GB Storage / User	No	Yes	Yes	NA	NA	No	No	No	No
Technology Assurance Plan (Camera) (8)	Yes	Yes	Yes	NA	NA	No	No	No	No
Technology Assurance Plan (Docks) (1)	Yes	Yes	Yes	NA	NA	No	No	No	No
Axon Accelerate Passes (8 - for use among 5 departments)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Costs	Police Officers	Code	Parking	Fire	Building				
Year 1	\$ 436,254.16	\$ 48,699.70	\$ 44,999.54	\$ 10,839.00	\$ 19,999.75				
Year 2	\$ 623,975.88	\$ 56,568.86	\$ 71,736.48	\$ 10,839.00	\$ 32,930.69				
Year 3	\$ 869,454.32	\$ 56,568.86	\$ 71,736.48	\$ 10,839.00	\$ 32,930.69				
Year 4	\$ 1,088,394.12	\$ 56,568.86	\$ 71,736.48	\$ 10,839.00	\$ 32,930.69				
Year 5	\$ 1,479,858.96	\$ 56,568.86	\$ 71,736.48	\$ 10,839.00	\$ 32,930.69				
Total 5 Years	\$ 4,497,937.44	\$ 274,975.14	\$ 331,945.46	\$ 54,195.00	\$ 151,722.51				
Citywide Grand Total	\$ 5,310,775.55								