AGENDA MEMO

Meeting Type: City Council Regular Session
Meeting Date: September 17, 2026
Staff Contact: Jeremy Sprague, Police Chief
Department: Police

ITEM TITLE: Resolution approving five-year agreement with Axon Enterprise, Inc. regarding Officer Safety Plus products and services and authorizing payment in the amount of $987,889.79

STRATEGIC PLAN ALIGNMENT:

Focus Area: 5 – Safe Community
Goal Area: 5.1 – Optimize service delivery of Police, Fire, and Emergency Communications

SUMMARY:

The Marion Police Department is requesting approval of a five-year Axon Officer Safety Plus agreement totaling $987,889.79. This agreement consolidates the department's current body-worn camera, fleet-camera, and TASER contracts into a single coordinated program that provides equipment, support, warranty coverage, and a structured replacement schedule with fixed annual payments of approximately $197,578.

Under the proposed agreement, the department's aging X26P TASER units will be replaced with TASER 10 devices; the existing VirTra simulator will be replaced with Axon VR training technology; and body-worn and fleet-camera services will continue. In addition, the agreement introduces new drone capabilities and Fusus situational-awareness technology.

BACKGROUND/PREVIOUS COUNCIL ACTION:

The Police Department has had separate contracts for body cameras, car cameras, and tasers in the past.

BUDGET/FINANCIAL INFORMATION:

Budgeted Amount:	FY27 $229,553.00
Available Amount:	FY27 $229,553.00
Expenditure Amount:	FY27 $197,577.99

GL Account(s):	101.110.6419

FINANCIAL IMPACT:

With this new agreement there will be a savings of $31,975.01 for FY27

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Marion PD Final Agreement

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This Agreement ("the Agreement") is hereby made effective on the last signature date of this Agreement, by Marion Police Department – Iowa ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires to have Axon provide products and services as described on Quote Q-832482; and

WHEREAS, Axon is a party to Sourcewell #101223-AXN with the Local Government Purchasing Cooperative ("Sourcewell") dated February 6, 2024, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier" (the "Sourcewell Contract"), which is incorporated herein by reference;

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 products 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 the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quote").

2. In the event the term of the subscriptions specified on the Quote 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 or the Sourcewell Contract.

This Agreement, together with Sourcwell Contract #101223-AXN constitute 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.	**Marion Police Department - IA**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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-832482-002 Acct: 110641

Issued	**Aug 31, 2026**
Expires	**Sep 30, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Marion Police Department - IA

Currency: USD

CUSTOMER DETAILS

SHIP TO
Marion Police Department - IA
6315 Highway 151
Marion, IA
52302-3806
USA

BILL TO
Marion Police Department - IA
6315 Highway 151
Marion, IA
52302-3806
USA

SALES REPRESENTATIVE
Kyle Hites
Phone: (614) 578-9340
Email: khites@axon.com

PRIMARY CONTACT
Adam Paulsen
Phone: (319) 640-5698
Email: 191@marionpolice.com

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Dec 1, 2026**
Contract End	**Nov 30, 2031**
TOTAL CONTRACT	
Net Total	**$987,889.79**
Est. Tax	**$0.00**
Total Contract Value	**$987,889.79**

DISCOUNT SUMMARY

List Price	**$2,480,510.81**
Total Savings	**$1,492,621.02**
Discount	**60.17%**
Avg. Savings / Year	**$298,524.20**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Nov 1, 2026	$197,577.99	$0.00	$197,577.99
Nov 1, 2027	$197,577.95	$0.00	$197,577.95
Nov 1, 2028	$197,577.95	$0.00	$197,577.95
Nov 1, 2029	$197,577.95	$0.00	$197,577.95
Nov 1, 2030	$197,577.95	$0.00	$197,577.95
Total	**$987,889.79**	**$0.00**	**$987,889.79**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
TRANSFER BALANCE									
100552	Transfer Balance - Goods	1	—	—	$1.00	-$56,103.52	-$56,103.52	$0.00	-$56,103.52
100553	Transfer Balance - Software and Services	1	—	—	$1.00	-$17,443.34	-$17,443.34	$0.00	-$17,443.34
						Transfer Balance Total	-$73,546.86	$0.00	-$73,546.86
CEW									
102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	—	—	$6,400.00	$5,440.00	$5,440.00	$0.00	$5,440.00
						CEW Total	$5,440.00	$0.00	$5,440.00
DIGITAL EVIDENCE MANAGEMENT									
ProLicense	Pro License Bundle	1	60 (12/2026)	—	$48.82	$41.44	$2,486.25	$0.00	$2,486.25
						Digital Evidence Management Total	$2,486.25	$0.00	$2,486.25

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
FLEET									
Fleet3ARe	Fleet 3 Advanced Renewal	16	60 (12/2026)	$230.68	$189.57	$161.13	$154,684.80	$0.00	$154,684.80
Fleet3A	Fleet 3 Advanced	3	60 (12/2026)	$279.32	$258.90	$197.74	$35,593.20	$0.00	$35,593.20
						Fleet Total	$190,278.00	$0.00	$190,278.00
OFFICER SAFETY PLAN									
M00055	Officer Safety Plan 10 ISLE Premium	40	60 (12/2026)	$815.62	$346.64	$296.83	$712,400.89	$0.00	$712,400.89
						Officer Safety Plan Total	$712,400.89	$0.00	$712,400.89
UNLIMITED PLAN									
B00101	Unlimited Premium ISLE with VR Plan	10	60 (12/2026)	$402.95	$287.06	$251.39	$150,831.51	$0.00	$150,831.51
						Unlimited Plan Total	$150,831.51	$0.00	$150,831.51
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						$987,889.79	$0.00	$987,889.79

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Nov 1, 2026

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon Air - Skydio X10 Patrol HW Kit for OSP	1
Axon Body - Dock Powercord - North America	1
Axon Body - Dock Wall Mount - Bracket Assembly	1
Axon Dedrone - Remote ID Sensor HW Kit	4
Axon Fleet 3 - Standard 2 Camera Kit	3
Axon Lightpost - 3P Camera	2
Axon Lightpost - 3P Camera Mounting Hardware	2
Axon Outpost - AC Power Supply - Outdoor	2
Axon Outpost - Battery & Charger Enclosure - Extended	2
Axon Outpost - Camera	2
Axon Signal - Battery - CR2032 Single Pack	50
Axon Signal - Signal Sensor (sensor only)	50
Axon Signal Vehicle	3
Axon TASER - Battery Pack - Tactical	45
Axon TASER - Cleaning Kit	1
Axon TASER - Dock - Six-Bay Plus Core	1
Axon TASER - Target - Conductive Professional Ruggedized	1
Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
Axon TASER 10 - Cartridge - Halt	400
Axon TASER 10 - Cartridge - Inert	300
Axon TASER 10 - Cartridge - Live	800
Axon TASER 10 - Command Box	1
Axon TASER 10 - Handle - Yellow Class 3R	41
Axon TASER 10 - Holster - Safariland LH	5
Axon TASER 10 - Holster - Safariland RH	35
Axon TASER 10 - Magazine - Halt Training Blue	4
Axon TASER 10 - Magazine - Inert Red	30
Axon TASER 10 - Magazine - Live Duty Black	41
Axon TASER 10 - Magazine - Live Training Purple	30
Axon TASER 10 - Replacement Interposer Bucket	4
Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1
Axon VR - Controller - Handgun VR19H	3
Axon VR - Controller - TASER 10	3
Axon VR - Headset - Battery	3
Axon VR - Headset - HTC Focus Vision	3
Axon VR - Holster - TASER 10 Safariland Gray - LH	2

Axon VR - Holster - TASER 10 Safariland Gray - RH	2
Axon VR - Multi-User Room Marker	4
Axon VR - Tablet	3
Axon VR - Tablet Case	3
Axon VR - Tactical Bag	3
Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
Ubihub 2.0 with Axon Embedded Capability (Core/Ai)	2
SOFTWARE	**QTY**
Auror - Retail Crime Hub	50
Axon Air - Skydio X10 DFR Patrol Sub Plan w/ Data for OSP	1
Full VR Plan	50
Lightpost TAP Plan	2
OSP-DFR Patrol	1
OSP-Unlimited Premium ISLE (No VR)	40
Outpost TAP Plan	2
TASER 10 Certification Pro Plan	40
SERVICES	**QTY**
Axon Air - Professional Implementation	1
Axon Air - Skydio X10 DFR Patrol Srvcs - Prem Sol for OSP	1
Axon Evidence - Channel Services	1
Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	3
Axon Fleet 3 - Installation - Upgrade (Per Vehicle)	16
Axon Fusus - PSO - Implementation - All	1
Axon Investigate - Training - Operator and Examiner	2
Axon Lightpost - 3P ALPR License	2
Axon Lightpost - 5Yr Maintenance, Monitoring, Wty Service	2
Axon Lightpost - Connect Service	2
Axon Lightpost - Install Service	4
Axon Outpost - Existing Infrastructure / Trailer Install	2
Axon Signal - Installation Service - Virtual	1
Axon TASER 10 - Replacement Access Program - Duty Cartridge	40
TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1
WARRANTIES	**QTY**
Axon Body - TAP Warranty - Camera	51
Axon Body - TAP Warranty - Multi-Bay Dock	7
Axon Fleet 3 - Ext Warranty - 2 Camera Kit	19
Axon Outpost - Ext Warranty - Camera	2
Axon Outpost - Maintenance	2
Axon Outpost - Warranty - Vandalism/Accident Extension	2
Axon Signal - Ext Warranty - Signal Sensor	50
Axon Signal - Ext Warranty - Signal Vehicle	3

Axon TASER - Ext Warranty - Battery Pack T7/T10	45
Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
Axon TASER 10 - Ext Warranty - Handle	41
Axon VR - Ext Warranty - Handgun Controller	3
Axon VR - Ext Warranty - Headset	3
Axon VR - Ext Warranty - Tablet	3
Axon VR - Ext Warranty - TASER Controller	3

ESTIMATED SHIPPING DATE: Dec 1, 2026

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

SOFTWARE	QTY
Axon Air - Axon Evidence Unlimited Data Storage Per Drone	1
Axon Body - License - Fusus Livestream	50
Axon Community Link	50
Axon Dedrone - DTracker.AI Device Cloud Software	1
Axon Dedrone - DTracker.AI RF Device Cloud Software	4
Axon Evidence - Auto Tagging License	50
Axon Evidence - ECOM License - Pro	51
Axon Evidence - Fleet Vehicle License	19
Axon Evidence - Redaction Assistant User License	50
Axon Evidence - Storage - 10GB A La Carte	3
Axon Evidence - Storage - Axon Device Unlimited	50
Axon Evidence - Storage - Fleet 1 Camera Unlimited	38
Axon Evidence - Storage - Third Party Unlimited	50
Axon Fleet - Real-Time Location, Alerts & Livestream License	19
Axon Fleet 3 - ALPR License - 1 Camera	19
Axon Fusus - CCTV AI Streams	150
Axon Performance - License	50
Axon Standards - License	50
Axon TASER - Data Science Program	40
Axon TASER - Evidence.Com License	41
Axon Vehicle Intelligence - ALPR License	4
Axon VR - User Access - Full VR	50

SERVICES	QTY
Axon Investigate - Third Party Video Support	50
Axon TASER - On Demand Certification	40

ESTIMATED SHIPPING DATE: Nov 1, 2027

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	320

ESTIMATED SHIPPING DATE: Nov 1, 2028

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	320

ESTIMATED SHIPPING DATE: May 1, 2029

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon Air - Skydio Safe DFR Patrol HW Kit for OSP - Refresh 1	1
Axon Body - TAP Refresh 1 - Camera	51
Axon Body - TAP Refresh 1 - Dock Multi-Bay	7
Axon VR - TAP Refresh 1 - Handgun Controller	3
Axon VR - TAP Refresh 1 - Headset	3
Axon VR - TAP Refresh 1 - Tablet	3
Axon VR - TAP Refresh 1 - TASER Controller	3

ESTIMATED SHIPPING DATE: Jul 1, 2029

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon Fleet - TAP Refresh 1 - 2 Camera Kit	16

ESTIMATED SHIPPING DATE: Nov 1, 2029

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	320

ESTIMATED SHIPPING DATE: Nov 1, 2030

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	320

ESTIMATED SHIPPING DATE: Nov 1, 2031

Shipping Location: **6315 Highway 151, Marion, IA, 52302-3806, USA**

HARDWARE	QTY
Axon Body - TAP Refresh 2 - Camera	51
Axon Body - TAP Refresh 2 - Dock Multi-Bay	7
Axon Fleet - TAP Refresh 1 - 2 Camera Kit	3
Axon Lightpost - TAP Refresh - Ubihub	2
Axon Lightpost - TAP Refresh 3P Camera	2
Axon Outpost - TAP Refresh One - Battery Enclosure Extended	2
Axon Outpost - TAP Refresh One - Camera	2

TERMS & CONDITIONS

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.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD 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 https://www.axon.com/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.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Agency has existing contract(s) originated via Quote(s):

Q-438559, Q-507088, Q-537965, Q-710737,

Agency is terminating those contracts effective 12/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$73,546.86

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing - Q-507088 - 7/1/2026 - $33,472.48

Shipment Timing Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Refresh Shipment Timing Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Rewrite Estimates Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature
8/31/2026

Date Signed

OUTPOST SOW

1. Purpose

This Statement of Work ("SOW") outlines the scope, responsibilities, and installation details for Axon as part of the Customer's purchase of Axon Outpost. This SOW operates under the terms of the Agreement. All capitalized terms in this SOW shall have the same meaning as the Agreement.

2. Scope of Work

Axon and Axon authorized subcontractors will install and maintain Axon Outpost on selected Customer owned properties.

3. Installation Location

Customer grants Axon the right to install and maintain Axon Outpost at location sites approved by Axon.

3.1. If location sites have not been selected or assessed at the time of contract signature, Axon reserves the right to invoice the Customer for additional install complexities not accounted for in the initial quote.

4. Installation, Validation, and Support

4.1. Site Selection and Assessment. Axon will support site selection and assessment. Assessments may be conducted virtually or in-person and may include confirmation of visibility/coverage, cellular strength, solar feasibility, and access to AC power sources.

4.1.1. For all existing infrastructure installation sites, Customer is responsible for condition of existing infrastructure.

4.1.2. If during a site walk it has been deemed that an installation is more complex than initially quoted, Axon reserves the right to invoice Customer for the additional cost of installation.

4.1.3. If Axon deems a selected location site is not suitable for installation, a new site must be selected and assessed.

4.2. Permitting. Axon will assist with obtaining the necessary local, state, or Federal approvals before installing Outpost. All permitting fees are the responsibility of the customer. All permit licenses will be in the name of the customer.

4.3. Installation. Axon will install all Axon Outpost hardware and agreed-upon pole (where applicable).

4.3.1. Solar Sites. For sites with solar power, Axon will: (a) install the Outpost camera, battery, and solar panel; (b) ensure the camera is connected to power and LTE; (c) ensure the camera is set at the optimal capture angle; (d) ensure the panel is installed for optimal sun exposure.

4.3.2. AC Sites. For sites with AC power, Axon will: (a) install the Outpost camera and AC adapter; (b) ensure the camera is set at the optimal capture angle. Axon will not conduct any electrical work to connect the AC adapter to power. The customer may work with a licensed electrician to connect the camera to power. Or, If requested, the customer may request for Axon to coordinate with a licensed electrician for an additional cost.

4.3.3. Existing Infrastructure Installations. If selected infrastructure has existing camera(s), Axon will remove the hardware before installing Outpost. Axon will not dispose of equipment, repair any surfaces or structures, or remove underground cables or conduit.

4.3.4. Standard and Advanced Installations. For Standard or Advanced installations, Axon will install a breakaway or MASH approved pole, respectively. Axon will call 811 prior to installation.

4.3.5. DOT Pole Installation Service. Axon will install Outpost on existing DOT poles and ensure compliance with DOT guidelines. Axon will not install DOT poles.

4.3.6. Complex Location Sites. Complex location sites require a custom SOW and include, but are not limited to, toll booths, bridges and overpasses, federal or military land, areas with restricted access or high security, flood zones, railway crossing, mountainous or hilly terrain.

4.3.7. Exclusions. Installation services do not include the following, unless specifically scoped in a custom SOW: electrical work, concrete drilling, bucket truck or non-standard equipment rental, trenching, tree trimming, custom engineered drawings or traffic plans, traffic control beyond basic MUTCD traffic control, environmental impact studies.

5. Power Requirements

5.1. AC-Powered Sites. Axon will provide all necessary equipment compatible with standard AC power configurations. Customer is responsible for contracting a licensed electrician to ensure installation meets NEC (National Electrical Code) standards and the power must be continuous and non-switched to support uninterrupted system operation; all electrical work must comply with local codes and safety regulations.

5.2. Solar-Powered Sites. Installation sites must offer unobstructed southern exposure to maximize solar efficiency. Axon will assess solar viability during site assessment, including shading, positioning, and mounting considerations. Customer will ensure the selected location sites must maintain direct, unobstructed visibility to the sky to ensure consistent solar energy capture. Customer agrees to help maintain environmental conditions that support reliable solar performance (e.g., minimizing nearby shade, vegetation growth).

6. Traffic Control

Axon will provide basic MUTCD traffic control and provide necessary traffic signs, cones, and temporary barriers.

7. Dependencies and Potential Delays

Installation is subject to but not limited by the following factors, which may affect scheduling and completion: delays due to local permitting requirements or jurisdictional approvals; availability and completion of necessary electrical work at the installation site (for AC-powered setups); coordination with Customer and subcontractors, including restricted hours or special access requirements; weather-related delays that may impact site safety or installation feasibility; or any site-specific safety protocols or regulatory requirements that must be satisfied prior to deployment.

8. Training and Onboarding

Axon's team will provide hands-on training for relevant personnel, user credentials and access to supporting applications, and operational guidance tailored to the current system configuration.

9. General Responsibilities

9.1. Axon will: (a) install, configure, and maintain all hardware at designated location site; (b) validate system power, connectivity, and functionality of Outpost; (c) integrate Outpost with Fusus, including NCIC and state hotlists; and (d) will provide training, documentation, and technical support to Customer personnel.

9.2. Customer will: (a) fund and maintain all legally required permits, authorizations, and/or licensing to place, maintain, and/or remove the Outpost at the installation sites; (b) ensure access to installation sites, support device placement communication, and coordinate internally (e.g., facilities, IT, legal, public safety) to facilitate deployment; (c) support scheduling for permitting and local compliance requirements; (d) designate a primary and backup point of contact; and (e) support site selection, utility clearance, and installation approvals.