



**THIRD AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
AXON ENTERPRISE INC.**

THIS THIRD AMENDMENT TO THE LINKING AGREEMENT (this “Third Amendment”) is entered into as of _____, 2025 between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Axon Enterprise, Inc., a Delaware corporation (the “Contractor”).

RECITALS

- A. The Town and the Contractor entered into the Linking Agreement, No. CON-24-016-POL, for the Contractor to provide Public Safety Video Surveillance Solutions, dated December 15, 2023, (the “Agreement”). The original agreement was amended on June 14, 2024, Contract No. CON-24-016-POL-A1 to add additional equipment.
- B. The Town has determined that additional Evidence – ECOM License -PRO & Basic services by the Contractor are necessary (the “Additional Services”).
- C. The Town and the Contractor desire to enter into this Third Amendment to modify the scope of work to include the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Incorporation of Defined Terms.** All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.
2. **Term of Agreement.** The term of the Agreement shall remain in full force and effect until June 30, 2033, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.
3. **Scope of Work.** The Contractor shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

4. Compensation. The Town shall increase the compensation to the Contractor by \$953,397.24 for the Additional Services at the rates set forth in the Fee Proposal attached hereto part of Exhibit 1, resulting in an increase of the combined not-to-exceed compensation from \$1,838,759.04 to \$2,792,156.28.

5. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

7. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

9. Cancellation for Conflicting Legislation. If any legislation, rule, order, or court decision applicable to the Town prohibits the use by the Town or its police department of the services provided pursuant to this Third Amendment, the Town shall have the right to cancel this Third Amendment in its entirety, without any additional or continuing financial obligation.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

AXON ENTERPRISE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT 1
TO
THIRD AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
AXON ENTERPRISE, INC.

[Amended Scope of Work and Fee Proposal]

See following page(s).



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-741678-45995AS

Issued: 12/04/2025

Quote Expiration: 12/26/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 115132

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Paradise Valley Police Dept. - AZ 6433 E Lincoln Dr Paradise Valley, AZ 85253-4328 USA	Paradise Valley Police Dept. - AZ 6433 E Lincoln Dr Paradise Valley AZ 85253-4328 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Patrick Beumler Phone: 6022990397 Email: pbeumler@paradisevalleyaz.gov Fax: (480) 998-0877

Quote Summary

Program Length	99 Months
TOTAL COST	\$879,844.07
ESTIMATED TOTAL W/ TAX	\$953,397.24

Discount Summary

Average Savings Per Year	\$56,362.80
TOTAL SAVINGS	\$464,993.12

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$3,456.71	\$288.98	\$3,745.69
Jul 2026	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2027	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2028	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2029	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2030	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2031	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2032	\$109,548.42	\$9,158.02	\$118,706.44
Jul 2033	\$109,548.42	\$9,158.05	\$118,706.47
Total	\$879,844.07	\$73,553.17	\$953,397.24

Quote Unbundled Price:	\$1,133,819.99
Quote List Price:	\$935,899.19
Quote Subtotal:	\$879,844.07

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									
S00016	AXON AI - AI ERA	35	99	\$291.12	\$234.00	\$194.22	\$672,972.30	\$59,221.57	\$732,193.87
A la Carte Hardware									
11630	Audio Collector Hardware Fee	1			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$498.00	\$498.00	\$39.84	\$537.84
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2			\$2,000.00	\$1,660.00	\$3,320.00	\$265.60	\$3,585.60
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			\$5,000.00	\$4,150.00	\$8,300.00	\$664.00	\$8,964.00
A la Carte Software									
100941	Assistive Call-Taking	1	99		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	99		\$17.47	\$14.50	\$47,371.83	\$4,168.72	\$51,540.55
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	99		\$16.30	\$1,055.26	\$104,470.94	\$9,193.44	\$113,664.38
A la Carte Services									
100837	Audio Collector Technical Implementation Fee	1			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4			\$425.00	\$352.75	\$1,411.00	\$0.00	\$1,411.00
101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1			\$50,000.00	\$41,500.00	\$41,500.00	\$0.00	\$41,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	88		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	88		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	88		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$879,844.07	\$73,553.17	\$953,397.24

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	1	01/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	01/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	01/01/2026
A la Carte	11630	Audio Collector Hardware Fee	1	1	01/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA	101740	AXON - AI SOFTWARE LICENSE	35	02/01/2026	04/30/2034
A la Carte	100941	Assistive Call-Taking	1	02/01/2026	04/30/2034
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	02/01/2026	04/30/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	02/01/2026	04/30/2034

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA	101741	AXON - AI PROFESSIONAL SERVICES	35
A la Carte	100837	Audio Collector Technical Implementation Fee	1
A la Carte	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4
A la Carte	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	04/30/2034
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	01/01/2027	04/30/2034
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/01/2027	04/30/2034

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	6433 E Lincoln Dr	Paradise Valley	AZ	85253-4328	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$13.04	\$1.04	\$14.08
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$32.61	\$2.61	\$35.22
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$1.96	\$0.16	\$2.12
Year 1	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$5.54	\$0.00	\$5.54
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$410.44	\$36.12	\$446.56
Year 1	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$186.11	\$16.38	\$202.49
Year 1	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$163.04	\$0.00	\$163.04
Year 1	S00016	AXON AI - AI ERA	35	\$2,643.97	\$232.67	\$2,876.64
Total				\$3,456.71	\$288.98	\$3,745.69

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11630	Audio Collector Hardware Fee	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100837	Audio Collector Technical Implementation Fee	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100941	Assistive Call-Taking	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 2	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 2	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 2	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 2	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 3	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 3	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 3	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 3	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 4	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 4	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 4	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 4	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 5	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 5	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 5	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 5	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 6	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 6	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 6	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 6	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 6	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 6	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 7	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 7	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 7	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 7	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 7	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 7	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.67	\$1,116.09
Year 8	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 8	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 8	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.67	\$14,152.23
Year 8	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.04	\$6,417.25
Year 8	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 8	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.61	\$91,164.66
Total				\$109,548.42	\$9,158.02	\$118,706.44

Jul 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	2	\$413.37	\$33.07	\$446.44
Year 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$1,033.42	\$82.70	\$1,116.12
Year 9	101408	AXON FUSUS - CORE - CAD	1	\$62.01	\$4.96	\$66.97
Year 9	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	4	\$175.68	\$0.00	\$175.68
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 9	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	78	\$13,007.56	\$1,144.63	\$14,152.19
Year 9	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	33	\$5,898.21	\$519.06	\$6,417.27

Jul 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$5,167.12	\$0.00	\$5,167.12
Year 9	S00016	AXON AI - AI ERA	35	\$83,791.05	\$7,373.63	\$91,164.68
Total				\$109,548.42	\$9,158.05	\$118,706.47

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.

Terms and Conditions

If at any time during the term of this Amendment, any applicable court rule or legislation, including any rule of the Arizona Supreme Court, any local rule of the Arizona state courts, or any local rule of the United States District Court for the District of Arizona, prohibits the use of the AI service(s) provided by Axon to Customer, Customer shall provide notice of said court rule or legislation to Axon. Upon receipt of such notice from Customer, the cost set forth in the Quote for AI services shall be reduced as appropriate by the Parties for the remainder of the Term following the adoption of such legislation or court rule, but in no event shall the reduction be less than ten percent (10%) of the cost set forth in the Quote, pro-rated for the remainder of the Term subsequent to the effective date of such legislation or court rule. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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 <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Exhibit A. 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

Date Signed

12/4/2025

EXHIBIT A: Prepared Appendix

1. **Client Licenses.** Subject to City's compliance with the terms and conditions of the Agreement, Contractor hereby grants City a non-exclusive, nontransferable, non-sublicensable license to use the Prepared platform during the term of the Agreement. Further, subject to City's compliance with the Agreement, Contractor hereby grants City a non-exclusive, nontransferable right to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the caller data transmitted or made available to City.
2. **Reservation of Rights.** All rights not expressly granted to City are reserved by Invictus and its licensors. Except as expressly set forth above, nothing in this Agreement grants any right, title or interest in or to any intellectual property rights in or relating to the caller platform extensions and the Prepared platform, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the caller platform extensions and the Prepared platform and all caller data shall remain with Contractor and its licensors.
3. **Limitations and Restrictions.** City shall use and shall ensure that its authorized users use the service and the Prepared platform and any caller data only for authorized uses in compliance with federal, state, and local laws and regulations. City shall not and shall not permit any other person to, access or use or store any caller data except as authorized in this Agreement. City shall not and shall ensure that its users shall not, download, store, or transfer, any caller data from the Prepared platform or any cloud servers, except as authorized in this Agreement.
4. **Limited Client License.** City hereby grants to Contractor a royalty-free, fully-paid, non-exclusive, perpetual, irrevocable, fully sublicensable and transferable worldwide right and license to use, host, store, view, perform, copy, reproduce, modify and create derivative works of any City data submitted or otherwise made available by City solely for purposes of providing and performing services and support under this MOA.
5. **Disclaimer.** The service and the caller platform extension and the Prepared platform are provided, "as is" with all faults and, to the fullest extent permitted by law. Contractor hereby disclaims all warranties, whether express, implied, or statutory. Without limiting the foregoing, Contractor makes no warranty of any kind that the service or the caller platform extension or the Prepared platform, including without limitation any Prepared platform extensions, will meet City's requirements, operate without interruption, achieve any intended result, or be secure, error-free, accurate, current, or complete.

