



FIRST AMENDMENT TO AGREEMENT

This First AMENDMENT TO Master Services and Purchasing Agreement ("**Amendment**") dated 16 October 2021 ("**Amendment Effective Date**") to the Master Services and Purchasing Agreement dated 05 March 2019 ("**Agreement**") between AXON ENTERPRISE, INC., a Delaware corporation, ("**Axon**") and the Town of Paradise Valley ("**Agency**") is entered by such parties to amend the Agreement as set forth in this Amendment. Axon and Agency may also be referred to in this Amendment individually as "Party" or collectively as "Parties." To the extent this Amendment contains terms and conditions that differ from those contained in the Agreement, this Amendment shall control. The Parties agree that a concept or principle covered in this Amendment shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Amendment shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and the Agreement, the Parties hereby agree as follows:

1. Incorporate **Attachment A – Quote Q-337744-44453.694TC** and **Attachment B - Axon Virtual Reality Content Terms of Use Appendix**.
2. Except as set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.
3. The signatories to this Amendment represent and warrant that they have full rights, power and authority to enter into and bind his or her, as the case may be, respective Party to the obligations set forth in this Amendment without further consent or approval of any kind.

IN WITNESS WHEREOF, each Party, by and through its respective representative, has duly executed and delivered this Amendment as of the Amendment Effective Date.

(Signatures on Following Page)



AXON:

AXON ENTERPRISE, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

AGENCY:

Town of Paradise Valley, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney



Attachment A

Attachment B

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.