

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO AXON ENTERPRISE INC.'S AGREEMENT
Pursuant to Sourcewell Contract #101223-AXN

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Axon Enterprise Inc., ("Axon"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Axon's Quote (#Q-687489-45791DT) and the Master Services Purchasing Agreement for Customer (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of ALPR Licenses for Axon Fleet 3 (collectively the "Services"); and

WHEREAS, County desires that Axon provide Services as will be more specifically described in this Agreement; and

WHEREAS, Axon represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize Sourcewell Contract #101223-AXN, which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution, and shall expire no later than forty-four (44) months after execution, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. **Scope of Services.** Subject to this Addendum, Axon will render Services to County as described in Exhibit A; and in accordance with requirements and specifications of Sourcewell Contract # #101223-AXN. All performance of the Scope of Services by Axon, including any

changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. Axon may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Axon, County shall notify Axon no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Axon or Axon's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor's Office
Attn: County Auditor
301 Jackson Street, Suite 701
Richmond, Texas 77469

5. **Limit of Appropriation.** Axon clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million, One Hundred Fifty Thousand, Two Hundred Seventy-Six dollars and 40/100 (\$1,150,276.40), specifically allocated to fully discharge any and all liabilities County may incur. Axon does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Axon may become entitled to and the total maximum sum that County may become liable to pay to Axon shall not under any conditions, circumstances, or interpretations thereof exceed One Million, One Hundred Fifty Thousand, Two Hundred Seventy-Six dollars and 40/100 (\$1,150,276.40). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** Axon expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential

information marked as such provided to County by Axon shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Axon expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Axon for any reason are hereby deleted. Axon shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Axon, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Axon or any of Axon's agents, servants or employees.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Axon in any way associated with the Agreement.
9. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Axon hereby verifies that Axon and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axon does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.
11. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AXON ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Use of Customer Name.** Axon may use County's name without County's prior written consent only in any of Axon's customer lists, any other use must be approved in advance by County.
14. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
15. **Performance Warranty.** Axon warrants to County that Axon has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Axon will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Axon warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in this Addendum and the attached Exhibits.

16. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of SourceWell Contract # #101223-AXN, then the terms and conditions of SourceWell Contract # #101223-AXN controls to the extent of the conflict.
17. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
18. **Inspection of Books and Records.** Axon will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Axon for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
19. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
20. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
21. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code, and the County will be able to retrieve its data in a standard industry format. All data solely and exclusively created, collected, received, stored, used, maintained, or disseminated under this Agreement shall be and remain under the ownership and use of the County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
22. **Assignment and Delegation.**
 - 22.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
 - 22.2. Neither party may delegate any performance under this Agreement.
 - 22.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

22.4. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the County.

23. **Successors and Assigns.** County and Axon bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
24. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., solely and exclusively created by Axon as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 4 for work performed. Axon shall promptly furnish all such data and material to County on request.
25. **Personnel.** Axon represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Axon shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Axon shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Axon or agent of Axon who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Axon shall comply with, and ensure that all Axon Personnel comply with, all rules, regulations and policies of County that are communicated to Axon in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

26. **Compliance with Laws.** Axon shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement and/or Services provided pursuant to this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, public information statutes and laws, and licensing laws and regulations. When required by County, Axon shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees.
27. **Confidential Information.** Axon acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Axon or its employees or agents from County in the performance of this

Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Axon shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Axon) publicly known or is contained in a publicly available document; (b) is rightfully in Axon's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Axon who can be shown to have had no access to the Confidential Information.

Axon agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Axon uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Axon shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Axon shall advise County immediately in the event Axon learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Axon will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Axon against any such person. Axon agrees that, except as directed by County, Axon will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Axon will promptly turn over to County all documents, papers, and other matter in Axon's possession which embody Confidential Information.

Axon acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Axon acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Axon in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

28. **Independent Contractor.** In the performance of work or services hereunder, Axon shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Axon or, where permitted, of its subcontractors. Axon and its agents, employees, officers, or volunteers shall

not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

29. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Axon release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
30. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
31. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
32. **Dispute Resolution.**
 - 32.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
 - 32.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
 - 32.3. Each party shall be responsible for its own costs associated with the mediation.
 - 32.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
 - 32.5. Axon acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

33. Security Assessments.

33.1. Axon agrees to coordinate with the County an annual penetration and security assessment testing of Axon's Cloud Services, at a time mutually agreed upon by the parties. Axon's Penetration Testing and Vulnerability Disclosure Guidelines can be found at: <https://www.axon.com/security/penetration-testing>.

33.2. Axon has implemented security monitoring and incident response policies and practices for Axon's Cloud Services, including Evidence.com, which follow industry best practice standards. Axon's security incident handling and response statement can be found at: <https://www.axon.com/security/cloud-services-incident-handling>.

34. **Acceptance Forms.** The Agreement references that upon the completion of certain services, Axon will present an Acceptance Form to County. County will sign the Acceptance Form acknowledging completion of said services. If County reasonably believes that Axon did not complete applicable services in compliance with this Agreement, County will notify Axon in writing of the specific reasons for rejection within 14 calendar days, excluding County Holidays, from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 14 calendar days, excluding County Holidays, of delivery of the Acceptance Form, Axon will deem County to have accepted the applicable services.

35. **Property Damage.** In the event of loss, damage, or destruction of any property of County due to the negligence, misconduct, wrongful act or omission on the part of Axon, its employees, agents, representatives, or subcontractors, Axon shall pay the full cost of either repair, reconstruction, or replacement of the property, at County's sole election. Such cost shall be determined by County and shall be due and payable by Axon ninety (90) calendar days after the date of Axon's receipt from County of a written notice of the amount due.

36. **Insurance.** Prior to commencement of the Services under this Agreement, Axon shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Axon shall provide certified copies of insurance endorsements if requested by County. Axon shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Axon shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b). Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily

injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(e). Professional Liability insurance with limits not less than \$1,000,000.

(f). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Axon shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

If required coverage is written on a claims-made basis, Axon warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

Axon shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Axon.

37. **Remote Access.** If Axon requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties

and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Axon is granted remote access to County Systems:

- (A). Axon will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the Director of Information Technology and Chief Information Officer.
- (B). Axon will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Axon will not access County Systems via unauthorized methods.
- (C). Axon's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Axon to provide Services to County pursuant to this Agreement.
- (E). Axon will allow only its Workforce approved in advance by County to access County Systems. Axon will promptly notify County whenever an individual member of Axon's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Axon will keep a log of access when its Workforce remotely accesses County Systems. Axon will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Axon's Workforce is provided with remote access to County Systems, then Axon's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Axon to comply with this Section may result in Axon and/or Axon's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Axon, is under the direct control of Axon, whether or not they are paid by Axon and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

38. Notices.

- 38.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes

of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- 38.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Director of Information Technology and CIO
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255

- 38.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 39.1 and 39.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

38.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

38.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and Exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

KP George, County Judge

AXON ENTERPRISE, INC.

Signed by:
Robert E. Driscoll, Jr.

Authorized Agent – Signature

June 25, 2025

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

Robert E. Driscoll, Jr.

Authorized Agent- Printed Name

Deputy General Counsel

Title

6/6/2025 | 8:35 AM MST

Date

REVIEWED:

Robyn Doughtie

Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$1,150,276.40 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Axon's Quote (#Q-687489-45791DT) and the Master Services Purchasing Agreement for Customer.

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-687489-45791DT

Issued: 05/14/2025

Quote Expiration: 05/14/2025

Estimated Contract Start Date: 05/15/2025

Account Number: 108244

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Nadine Holbert 500 Liberty St Richmond, TX 77469-3500 USA	Fort Bend County Sheriff's Office - TX 1410 RICHMOND PKWY RICHMOND TX 77469-3617 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Clayton Elliott Phone: Email: clay.elliott@fortbendcountytx.gov Fax:

Quote Summary

Program Length	44 Months
TOTAL COST	\$1,150,276.40
ESTIMATED TOTAL W/ TAX	\$1,150,276.40

Discount Summary

Average Savings Per Year	\$3,646.97
TOTAL SAVINGS	\$13,372.24

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$287,569.10	\$0.00	\$287,569.10
May 2026	\$287,569.10	\$0.00	\$287,569.10
May 2027	\$287,569.10	\$0.00	\$287,569.10
May 2028	\$287,569.10	\$0.00	\$287,569.10
Total	\$1,150,276.40	\$0.00	\$1,150,276.40

Quote Unbundled Price:	\$1,163,648.64
Quote List Price:	\$1,163,648.64
Quote Subtotal:	\$1,150,276.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	44		\$16.46	\$16.28	\$716.47	\$0.00	\$716.47
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	44		\$16.46	\$16.27	\$239,829.85	\$0.00	\$239,829.85
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	44		\$62.25	\$61.53	\$909,730.08	\$0.00	\$909,730.08
Total							\$1,150,276.40	\$0.00	\$1,150,276.40

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	05/15/2025	01/14/2029
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	05/15/2025	01/14/2029
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	05/15/2025	01/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	500 Liberty St	Richmond	TX	77469-3500	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	\$227,432.52	\$0.00	\$227,432.52
Year 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$179.12	\$0.00	\$179.12
Year 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	\$59,957.46	\$0.00	\$59,957.46
Total				\$287,569.10	\$0.00	\$287,569.10

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	\$227,432.52	\$0.00	\$227,432.52
Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$179.12	\$0.00	\$179.12
Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	\$59,957.46	\$0.00	\$59,957.46
Total				\$287,569.10	\$0.00	\$287,569.10

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	\$227,432.52	\$0.00	\$227,432.52
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	\$59,957.46	\$0.00	\$59,957.46
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$179.12	\$0.00	\$179.12
Total				\$287,569.10	\$0.00	\$287,569.10

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	336	\$227,432.52	\$0.00	\$227,432.52
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	335	\$59,957.46	\$0.00	\$59,957.46
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	\$179.12	\$0.00	\$179.12
Total				\$287,569.10	\$0.00	\$287,569.10

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 Sourcwell #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 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 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

Date Signed

5/14/2025

