



Third Amendment to the Master Services and Purchasing Agreement

This Third Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the San Mateo Police Department (“**Agency**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. To the extent this Third Amendment contains terms and conditions that differ from those contained in the Agreement or the First Amendment, this Third Amendment shall control. The Parties agree that a concept or principle covered in this Third 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 Third Amendment shall have the meanings assigned to them in the Agreement.

Axon and Agency are parties a Master Services and Purchasing Agreement with an effective date of June 1, 2020 (“**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Skydio Software End User License Agreement
 - b. Quote Q-552549
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Third Amendment to the Master Services and Purchasing Agreement

Skydio Software End User License Agreement

This Skydio Software End User License Agreement (“EULA”) sets forth your license rights and obligations with respect to Software provided by Skydio Inc. (“Skydio” or “we” or “us”). These terms constitute a legally binding agreement between you, the individual or entity who acquired a license to the Skydio software (“Customer” or “you”) and Skydio. You must accept this EULA as a condition to downloading, installing, or using Software. If you do not accept this EULA, do not download, install, or use Software.

Your entitlement to licenses under this EULA may be evidenced in an Order Form, a confirmation, an invoice, or other proof of entitlement issued to you by Skydio or its authorized Reseller, including during an online purchase process (each of the foregoing, a “Proof of Entitlement” and together with any related agreement that is signed by both you and Skydio, the “Purchase Agreement”). Any capitalized terms shall have the meaning prescribed to them under this EULA, as applicable.

Software as provided to you may include features or functionality that you may not use unless you purchase an additional, optional license to such features and functionality. If you are a business entity and you purchased a license to Software from a third party (“Reseller”), this EULA governs your use of the Software, and any terms in your agreement with the Reseller that are inconsistent or contravene the terms of this EULA shall not apply. You acknowledge and agree that Reseller may only grant rights, and must pass through conditions, consistent with this EULA, and that any license rights given to you pursuant to Customer’s separate agreement with the Reseller that are greater than the license rights in this EULA shall not apply.

1. 1. Definitions.

1.1 “Account” means an online account with Skydio, which Customer’s designated personnel can use to manage and, in some cases, procure Products and Services, including Capacity, on behalf of Customer.

1.2 “Advanced Software” means optional capabilities, functions, or other features of the Onboard Software that may be specified and identified as such in an Order Form. Skydio’s characterization of capabilities, functions, or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless and until an Advanced Software Package is purchased for such software feature shall be deemed Advanced Software. Advanced Software does not include Mobile Apps.

1.3 “Advanced Software Package” means an optional, additional-charge license right, specified in an Order Form, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use specific aspects of Advanced Software (and in some cases the Hardware that it controls).

1.4 “Authorized Devices” means: (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer from Skydio, which in each case (a) and (b) are used by Customer to operate Hardware.

1.5 “Authorized Territory” means the jurisdiction expressly designated as an authorized territory in an Order Form. If no jurisdiction is expressly designated, then the Authorized Territory is Australia, Canada, Japan, New Zealand, and the United States.

1.6 “Base Software” means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions, or other features available and activated on Skydio Hardware, and (b) available for use without purchase of an Advanced Software Package. Base Software may be specified and identified as a standard feature or set of features in an Order Form. Any capability, function, or feature that is not Base Software shall be deemed Advanced Software.

1.7 “Capacity” means consumable entitlements with respect to: (a) data storage or throughput available with particular SaaS Services, (b) the number of drones with which particular SaaS Services may be used; or (c) the quantity and kind of certain operations that can be performed using Products or Services, as specified in an Order Form or Product Guide.

1.8 “Confidential Information” means all nonpublic information disclosed by a party to the other party, whether orally or in writing, that is designated as “confidential” or that, given the nature of the information or circumstance surrounding its disclosure, should reasonably be understood to be confidential. Skydio’s Confidential Information includes nonpublic information relating to Skydio’s or its partners’ products or services, technology, customers, business plans, promotional or marketing activities, and financial information, third party information that Skydio is obligated to keep confidential, and the nature and content of any discussions or negotiations between the parties. Notwithstanding the foregoing, Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any confidentiality obligation, (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any confidentiality obligation, (c) is received from a third party free from, and without breach of, any confidentiality obligation

or (d) was independently developed by the receiving party without reference to disclosing party's Confidential Information.

1.9 "Customer" includes any entity that is owned, operated, or controlled by Customer (each, a "Customer Affiliate").

1.10 "Enterprise Terms and Conditions of Sale" means the terms and conditions of sale applicable to enterprise orders available at <https://www.skydio.com/legal>.

1.11 "Error" means a critical error in one of the Products or Services that causes it to be inoperable.

1.12 "Federal Customer" means a Customer that is or represents any division of the United States Government, and any Customer in a transaction where any division of the United States Government is the ultimate end-user of a Skydio Product or Service.

1.13 "Fees" means the fees paid by Customer for Hardware, Advanced Software Packages, or Services specified in an Order Form.

1.14 "Hardware" means drones and other unmanned aircraft, controllers, accessories, and related hardware that Customer purchases from Skydio or its distributors or resellers.

1.15 "License Term" means, with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

1.16 "Mobile Apps" are software applications (in executable form only), made available by Skydio and intended for use on a mobile device (including any Updates).

1.17 "Onboard Software" means software, in executable format only, embedded into or otherwise pre-installed on Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded in read only memory. Onboard Software includes Base Software and Advanced Software.

1.18 "Order Form" means a written ordering document, physically or electronically signed by both Customer and Skydio, which specifies Hardware, Services, Advanced Software Packages, Capacity, and other Software licenses purchased by Customer. Notwithstanding the foregoing, the details of any order submitted by you via (and strictly in accordance with) any online order functionality provided by Skydio at its website will, when such order is accepted by Skydio, constitute an Order Form.

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- 1.19 “Privacy Policy” means Skydio’s privacy policy located at <https://www.skydio.com/legal>, which may be amended from time to time at Skydio’s sole discretion.
- 1.20 “Products” means Hardware and Software.
- 1.21 “Product Guide” means, with respect to a particular Product, (i) the product description set forth in the applicable Order Form and any associated documentation; and (ii) the Skydio Guidelines.
- 1.22 “Professional Services” means consulting and other professional services provided by Skydio under this Agreement, as specified in an Order Form.
- 1.23 “Purchase Price” means the price paid by Customer for Hardware on an applicable Order Form.
- 1.24 “SaaS Services” means software provided as a service rendered by Skydio under this Agreement on a subscription basis, as specified in an Order Form.
- 1.25 “Services” means SaaS Services, Professional Services, Support Services, or Training Services, as applicable.
- 1.26 “Skydio Guidelines” includes published Product materials, the applicable Safety and Operating Guide (<https://www.skydio.com/safety>), technical specifications, user manuals, maintenance guidelines, in-app notifications, and support communications provided by Skydio from time to time.
- 1.27 “Skydio Return Policy” means the Return Policy available at <https://www.skydio.com/legal>. The Skydio Return Policy is not applicable to Orders placed under the Enterprise Terms and Conditions of Sale.
- 1.28 “Software” means Onboard Software and Mobile Apps.
- 1.29 “State Customer” means a Customer that is a state or local governmental entity or division located within the United States of America, and any Customer where the ultimate end-user is a state or local governmental entity or division located within the United States of America.
- 1.30 “Subscription Term” means, with respect to a particular Subscription, the term of that Subscription, including the initial specified term and any renewal terms.
- 1.31 “Subscription” means a limited-time, renewable entitlement for Customer to receive one or more Services, as specified in an Order Form.
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1.32 “Support Services” means the support services provided by Skydio under this Agreement, as specified in an Order Form.

1.33 “Support Term” means (a) for Base Software, the duration of any the Limited Warranty applicable to the Hardware on which such Base Software is originally installed but in no case to exceed three (3) years; (b) for each Advanced Software Package, the applicable License Term, except that if the License Term is perpetual, the Support Term will be as stated on the Order Form (or one (1) year if no term is specified on the Order Form); (c) for each Subscription, the Subscription Term; and (d) for Skydio Care, the term stated on the Order Form.

1.34 “Training Services” means in-person or remote training product related training services provided by Skydio under this Agreement, as specified in an Order Form.

1.35 “Updates” means any upgrades, updates, maintenance releases, bug fixes or modified versions of Software that Skydio may release from time to time.

2 2. License. Skydio licenses Software, whether pre-installed, downloaded, installed, or otherwise provided in connection with any Products, to Customer and Customer’s authorized end users solely under the terms of this EULA. Software is not sold even if for convenience Skydio refers to words such as “sale” or “purchase” in this EULA or any agreement which incorporates this EULA. The features and functionality of the Advanced Software unlocked by a particular Advanced Software Package are set forth in the applicable Order Form and/or Product Guide, as applicable. Subject to and in accordance with the terms, conditions, limitations, and restrictions of this EULA and the applicable Order Form, and further conditioned upon Customer’s payment of all applicable Fees, Skydio grants to Customer within the Authorized Territory:

2.1 a limited, perpetual, non-exclusive, non-transferable (except as set forth in Section 6) right and license to execute and use the Base Software solely on Hardware;

2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute, and use Mobile Apps on Authorized Devices solely to operate Hardware in accordance with this EULA;

2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in a Proof of Entitlement, a limited, non-exclusive, non-transferable right and license, during the License Term of the Advanced Software Package, to use the Advanced Software on Hardware that

Customer purchases from Skydio solely to operate the in accordance with this EULA (“Advanced Software License”); and

2.4 a limited, non-exclusive, non-transferable right and license to install, solely on Hardware, any Updates to the Onboard Software, if and when provided by Skydio, subject to the terms and conditions in this EULA applicable to such Updates.

3 3. Additional Terms.

3.1 Unless otherwise specified in the applicable Proof of Entitlement, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Hardware identified on the applicable Proof of Entitlement or, if the Proof of Entitlement does not specify such units, then with respect to no more than the total number of Hardware units authorized on the Proof of Entitlement, or if such total number of units is not specified on the Proof of Entitlement, then only with respect to one (1) single Hardware unit (“Authorized Units”). **CUSTOMER ACKNOWLEDGES AND AGREES THAT ADVANCED SOFTWARE IS LICENSED SEPARATELY AND THAT NO IMPLIED LICENSE TO SUCH ADVANCED SOFTWARE ARISES FROM CUSTOMER’S PURCHASE OF HARDWARE.**

3.2 Subject to subpart c of this Section, when an Advanced Software License is provisioned on a specific Authorized Unit (by unlocking, activating, accessing, or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Hardware, except that if Skydio replaces an Authorized Unit pursuant to a warranty claim, then Skydio will transfer, to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced for the remaining duration of the original License Term.

3.3 Notwithstanding the provisions of subpart b of this Section, Customer may transfer the Advanced Software License (and the entitlement thereunder to use Advanced Software) from an Authorized Unit to an alternate unit of Hardware (which thereafter will be deemed an Authorized Unit) so long as: (i) the alternate unit of Hardware is owned by Customer; (ii) the original Authorized Unit and the alternate unit of Hardware are both within the same Hardware Class; (iii) the License Term of the Advanced Software License is for a limited, non-perpetual license term; (iv) upon the transfer, all rights under the Advanced Software License terminate with respect to the original Authorized Unit; and (v) Customer may not further transfer the license from the alternate unit to yet another unit until forty five (45) days have elapsed. The total number of Authorized Units under the Advanced Software License and the length of the applicable License

Term are not increased as a result of such transfer. Skydio's classification and grouping of its various Hardware into groups of Hardware ("Hardware Classes" and each a "Hardware Class") that share similarities based on features, price and other parameters shall be dispositive.

3.4 The license rights granted hereunder are limited to Hardware that is both owned by Customer and used solely for Customer's internal business purposes. Upon sale, lease, or other disposition of a unit of Hardware to a third-party, all license rights hereunder with respect to that unit of Hardware terminate except as provided in the "Transferability" clause of this EULA.

3.5 You warrant that you and your employees or other persons using Software on your behalf will comply with the applicable Skydio Terms of Use ("TOU") with respect to Services, Software and any Hardware controlled using Software. The TOU is provided in the Purchase Agreement or, if not so provided, available at www.skydio.com/legal. A breach of the Purchase Agreement or TOU constitutes a breach of this EULA.

4 **4. Limitations and Restrictions.** Customer will not do (and will not permit others to do) any of the following, which are excluded from the scope of any license granted in this EULA: (a) license, sublicense, sell, resell, rent, lease, transfer (except as provided in the "Transferability" clause below), or distribute Software, or provide access to it as a service for others, or otherwise make it available for access by third parties; (b) create derivative works based on, or otherwise modify Software; (c) install, execute or otherwise use or reproduce Onboard Software on any device other than the Hardware on which Skydio originally installed the Onboard Software; (d) install Software on any type of device not approved by Skydio; (e) install, execute or otherwise use or reproduce Software (1) other than as expressly permitted by, this EULA and the Purchase Agreement, or (2) otherwise in excess of parameters, limitations, and restrictions specified in an applicable Proof of Entitlement or Product Guide; (f) use the Software (including to control Hardware) in a manner that would violate the TOU; or (g) unlock, activate, access or use Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer. If Customer is not a State Customer or Federal Customer, then Customer hereby agrees to indemnify and hold harmless Skydio against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Section.

5 5. Transferability. Subject to the terms and conditions of this EULA, Customer may transfer Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of a unit of Hardware on which Base Software is installed; provided, however, that Customer retains no copies of any version of On Board Software installed on such unit of Hardware and the transferee agrees to the terms of this EULA. Customer may not rent or lease Hardware on which Base Software is installed. Customer may not otherwise transfer Software or other Software license rights granted herein to another person or entity without the express written permission of Skydio, except to the minimum extent such transfer is permitted under applicable law notwithstanding this restriction.

6 6. Updates. The terms and conditions of this EULA shall apply to all Updates. Updates are solely provided on a “when-and-if-available” basis and as made generally available by Skydio to its customers. An Update is deemed part of the underlying Software that it modifies or to which otherwise pertains. The provision of an Update does not grant to Customer any license right apart from the license that customer has previously acquired for the underlying Software to which the Update pertains, and Customer may not install or use any Update unless that license is in effect and then only in accordance with that license. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Hardware or any Advanced Software. Without limiting the foregoing, Customer may not install or use any Update to Advanced Software unless Customer has purchased and paid for a license to such Advanced Software.

7 7. Third Party Software and Open Source Software. Software may include third party software, and open source software (“OSS”), and such software is provided under separate license terms.

7.1 To the extent the licenses for any OSS require Skydio to make available to Customer the corresponding source code included in Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on Customer than the applicable OSS license terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of Software.

7.2 Customer’s use of third-party software or applications, or Customer’s integration of such software or applications with Software, (collectively, “Third-

Party Applications”), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third-Party Applications.

8. Term and Termination. This EULA will remain in effect until terminated as provided in this Section or in the Purchase Agreement.

8.1 License Term. Unless otherwise specified on the Order Form, the License Term of any procured Advanced Software Package begins thirty (30) days after Skydio’s acceptance of the applicable Order Form (the “Start Date”). When Skydio provisions the procured Advanced Software Package earlier than the Start Date, the License Term shall automatically extend to include the period between Skydio’s provisioning of such Advanced Software Package and the Start Date. Each License Term and Support Term shall initially continue for the period specified in the applicable Order Form or (in the case of a Support Term) this Agreement, or if no such period is specified, then for one (1) year. Upon termination or expiration of this EULA for any reason, all license rights hereunder terminate, and Customer shall immediately stop using any Software and if practicable must permanently erase or return to Skydio all copies of Software and associated documentation in its possession or control.

8.2 Termination Rights. Customer may terminate this EULA for convenience by giving written notice to Skydio. Skydio may terminate this EULA immediately upon notice to Customer if Customer breaches its obligations or for convenience by giving written notice to Customer if at the time there are no licenses in effect under this EULA. Each Advanced Software Package purchased hereunder will have its own License Term, which will be specified in Customer’s Proof of Entitlement. Customer’s rights under an Advanced Software Package terminate upon termination or expiration of the applicable License Term and thereafter Customer may not use the Advanced Software licensed under the Advanced Software Package.

8.3 Effect of Termination. Upon termination or expiration of this EULA for any reason, all license rights hereunder terminate, and Customer shall immediately stop using any Software and if practicable must permanently erase or return to Skydio all copies of Software and associated documentation in its possession or control. Any section of this EULA which by its nature should survive the termination of this EULA in order to fulfill the purposes of the broader Agreement shall survive. The Software is programmed with technological controls that communicate with Skydio and that permit Skydio to deactivate software if Customer’s license to use such Software expires, terminates, or is

suspended in accordance with this EULA. IF A LICENSE TO SOFTWARE HAS EXPIRED, BEEN TERMINATED, OR HAS BEEN SUSPENDED, OR IF SOFTWARE IS USED IN VIOLATION OF THIS EULA, THEN SKYDIO MAY DEACTIVATE THE SOFTWARE AND CUSTOMER MAY THEREAFTER BE UNABLE TO USE SOFTWARE AND HARDWARE WHICH SOFTWARE CONTROLS. SKYDIO SHALL REACTIVATE SOFTWARE PROMPTLY IF AND WHEN THE SUBJECT LICENSE IS REINSTATED.

9 9. Commercial Item. Software and associated documentation are “commercial items” as defined at FAR 2.101 comprised of “commercial computer software” and “commercial computer software documentation” as those terms are used in FAR 12.212 and DFARS 227.7202. Federal Customers shall acquire its licenses to the Software and associated Documentation with only those rights set forth in this EULA.

10 10. Additional Terms Applicable to Mobile Apps. This Section does not apply to Skydio X2D or any other product designated by Skydio as “Offline”.

10.1 Push Notifications. Customer may permit the Mobile App to send Customer push notifications, including alerts, sounds, and icon badges. Notifications can be configured in the settings for Customer’s device. Customer’s personal information may be used to provide Customer with push notifications. All information collected or used in connection with push notifications is subject to Skydio’s Privacy Policy.

10.2 Data Collection and Privacy. The Mobile App may collect information about Customer’s use of the Mobile App, including the Hardware you use and control from within the Mobile App, and personal data and information about your location. In addition, the Mobile App collects information you provide directly or through automated means, including geolocation data (if you choose to share it), device and OS identification, and feature usage. By using the Mobile App, you consent to Skydio using and processing this information for the purposes specified in Skydio’s Privacy Policy. Any information you provide to your device’s operating system provider such as Apple or Google (“OS Provider”) will be subject to that provider’s applicable privacy notice.

10.3 Third Party Sites or Content. The Mobile App may contain links to other third-party sites or provide features or content that are not owned or controlled by Skydio or your OS Provider, such as maps content. Use of such third-party sites, features or content is subject to the then-current version of the privacy policies and terms and conditions of such third parties. Skydio and your OS Provider have no control over and assume no responsibility for any actions or

omissions of such third parties. If you decide to access any of the third-party sites, features, or content available through the Mobile App, you do so entirely at your own risk, and you are subject to the policies of those third parties where applicable. By using this Application, you expressly relieve Skydio and your OS Provider from any and all liability arising from your use of any third-party site, features, or content accessed from this Mobile App. For any customer questions or inquiries, please contact our support team at <https://support.skydio.com/hc/en-us/requests/new>.

10.4 Additional Terms Applicable To Google Android-Based Devices. If you are using an Android-based device, in the event of any conflict between this EULA and the Google Play Developer Distribution Agreement, the latter shall supersede this EULA.

10.5 ADDITIONAL TERMS APPLICABLE TO APPLE iOS-BASED DEVICES. The following additional terms and conditions apply to you on your use of the Mobile App on an iOS-based device. In the event of any conflict between these additional terms and the rest of the EULA, these additional terms shall control. For the purposes of this EULA, “Apple” means Apple, Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A., and “App Store” means an electronic store and its storefronts branded and owned and/or controlled by Apple or an affiliate of Apple. To the extent that the usage rules for the Mobile App set forth in Apple’s App Store Terms of Service are more restrictive, such usage rules shall apply.

11 (a) This is an agreement between you and Skydio, and not with Apple. Apple is not responsible for this Mobile App and the content thereof.

12 (b) Skydio grants you the right to use this Mobile App only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. The license granted is non-transferable.

13 (c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to this Mobile App.

14 (d) In the event of any failure of this Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for this Application to you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to this Mobile App.

15 (e) Apple is not responsible for addressing any claims by you or any third-party relating to this Mobile App or your possession and/or use

of this Mobile App, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.

16 (f) Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim.

17 (g) You must comply with any applicable third-party terms of agreement when using this Mobile App, if any.

18 (h) Apple and Apple's subsidiaries are third-party beneficiaries of this EULA, and upon your acceptance, Apple as a third-party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce this EULA against you.

10.6 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/>, including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt-out of location telemetry reporting pursuant to such terms.

19 11. **Additional Terms Applicable to Drones Without Remote Identification Capacity.** This section pertains to drones that do not have remote identification capability ("RID OFF drones"). The use of RID OFF drones within the airspace of the United States requires an exemption from the Federal Aviation Administration (the "FAA"). The Customer shall be solely responsible for acquiring such exemptions from the FAA and other regulatory bodies prior to undertaking any operations within the airspace of the United States.

11.1 For RID OFF drones designed and produced as unmanned aircraft of the United States Government under 14 C.F.R. 89.501(c)(2), you hereby represent, warrant and covenant that:

20 (a) You will not cause or allow the operation of the RID OFF drones, other than as an unmanned aircraft of the United States Government, unless otherwise allowed by the FAA or permitted under the laws and regulations of the applicable jurisdiction where you seek to operate the RID OFF drones;

21 (b) The limitation provided in EULA section 11(a)(i) applies whether operated by you or by a subsequent owner, lessee, licensee, operator, user, or any other person or entity; and

22 (c) You shall be solely responsible for operation of the RID OFF drones in a manner consistent with the operator requirements of 14 C.F.R. part 89.

11.2 For RID OFF drones delivered by Skydio or its resellers for use outside the airspace of the United States, you represent, warrant and covenant that the RID OFF drones will not be operated within the airspace of the United States, and that it is your responsibility to comply with all applicable laws, rules and regulations.

11.3 You agree that you are solely responsible for determining (a) whether your drone is an RID OFF drone and (b) whether your operation of the RID OFF drone is in compliance with all applicable laws and regulations.

11.4 SKYDIO DOES NOT PROVIDE ANY REPRESENTATIONS OR OTHER ASSURANCES, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, IN CONNECTION WITH THE OPERATION OF THE RID OFF DRONES, INCLUDING WITH RESPECT TO COMPLIANCE WITH ANY OF THE REQUIREMENTS OR RESTRICTIONS OF 14 C.F.R. PART 89 OR UNDER ANY OTHER LAWS OR REGULATIONS OF THE UNITED STATES OR APPLICABLE JURISDICTION WHERE YOU MAY SEEK TO OPERATE THE RID OFF DRONES.

23 12. Amendment. Skydio may amend this EULA effective upon publication to its website or by giving notice to you. Such amendments will not apply to any perpetual license granted prior to amendment but shall apply to any term license upon the next renewal of that term following amendment.

24 13. Indemnification and Limitation of Liability.

13.1 Indemnification by Skydio. Skydio at its expense will defend and settle any claim to the extent alleging that Customer's use of Products or Services, as permitted under this EULA, directly infringes any U.S. patent or U.S. copyright, and will pay any settlement or judgment to the extent based on such allegation, including payment of reasonable attorney fees and other costs of defense.

25 (a) In order to make a claim under this Section, Customer must: (i) promptly notify Skydio in writing of the claim; (ii) grant Skydio sole control of the defense and settlement of the claim; and (iii) provide

Skydio, at Customer's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

26 (b) If in Skydio's reasonable judgment a claim appears likely, then Skydio may at its election: (i) modify Products or Services to avoid the claim, including by removing allegedly infringing functionality; or (ii) if modifications to avoid infringement are not feasible without materially impairing the operation of Products or Services, either: (A) terminate any affected Subscription and refund on a pro rata basis Fees (if any) prepaid for same based on the portion of the Subscription Term remaining at the time of such termination; and/or (B) terminate Customer's right to use any affected Products and (solely in the case of Hardware or perpetually-licensed Software) refund an amount equal to the Purchase Price and prepaid Fees reduced by straight-line amortization over three (3) years from the date of invoice.

27 (c) The remedy in this Section is Skydio's sole obligation and liability and Customer's exclusive remedy relating to any claim or allegation against Customer or others asserting intellectual property infringement or misappropriation. Skydio will have no obligation under this Section to defend or settle any claim to the extent: (i) the alleged infringement is based upon the combination of Products and Services with third-party products, services, or data; (ii) based upon modifications of Products and Services made at the request of Customer or by a party other than Skydio; (iii) misuse of the Products and Services; (iv) Customer's failure to use the most recent version of Software provided by Skydio; or (v) in the case of an assertion of patent infringement, Skydio itself is not directly or indirectly infringing the patent through its sale to Customer of the accused Products and Services.

13.2 LIMITATION OF LIABILITY. NEITHER PARTY NOR ANY OF ITS LICENSORS OR INFORMATION PROVIDERS AND OTHER SUPPLIERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, AND AGENTS SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, USE, OR DATA, ARISING FROM OR RELATING TO THIS EULA OR CUSTOMER'S USE OF OR INABILITY TO USE PRODUCTS OR SERVICES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ARISING UNDER ANY OTHER LEGAL THEORY, EVEN IF THE FIRST PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO THE OTHER



PARTY'S USE OF ANY PRODUCTS OR SERVICES UNDER A TRIAL PERIOD OR ON ANY OTHER TRIAL OR EVALUATION BASIS, INCLUDING ANY BETA SERVICES OR FEATURES.

SUBJECT TO THE FOREGOING, BUT EXCLUDING EACH PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY CLAIMING THROUGH THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATING TO THIS EULA OR THE OTHER PARTY'S USE OF OR INABILITY TO USE PRODUCTS OR SERVICES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ARISING UNDER ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100.00) OR (B) THE AMOUNTS PAID BY CUSTOMER TO SKYDIO UNDER THIS EULA DURING THE SINGLE TWELVE (12) MONTH PERIOD THAT COMMENCES UPON THE DATE OF THE FIRST EVENT THAT GIVES RISE TO LIABILITY FOR ANY DAMAGES CLAIMED BY EITHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH THAT PARTY. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITS. CUSTOMER ACKNOWLEDGES THAT THE FEES CHARGED BY SKYDIO REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS EULA AND THAT SKYDIO WOULD NOT ENTER INTO THIS EULA WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE FOREGOING LIMITATIONS APPLY, EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYDIO, ON BEHALF OF ITSELF, ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. SKYDIO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOU OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IN NO EVENT SHALL SKYDIO, BE LIABLE UNDER ANY LEGAL THEORY, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OR LOST PROFITS. CUSTOMER ASSUMES ALL RISK FOR

ANY DAMAGE OR INJURY THAT MAY RESULT FROM CUSTOMER'S USE OF THE SOFTWARE OR ANY CONTENT MADE AVAILABLE USING THE SOFTWARE. CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SOFTWARE IS AT CUSTOMER'S OWN RISK AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY OR LOSS OF DATA. ANY USE OF THIRD PARTY SITES OR THIRD PARTY APPLICATIONS OR CONTENT PROVIDED BY ANY SUCH THIRD PARTY IS AT YOUR OWN RISK AND SKYDIO PROVIDES NO WARRANTY OR INDEMNIFICATION RELATED TO SUCH USE OR ACCESS. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THIS EULA, ANY APPLICABLE GOVERNMENT CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

28 15. Confidentiality.

15.1 Confidential Information. A party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") will: (a) protect the Disclosing Party's Confidential Information using the same degree of care, and in no event less than reasonable care, that it uses to protect its own Confidential Information, (b) use the Disclosing Party's Confidential Information only for purposes consistent with this EULA, and (c) limit access to Disclosing Party's Confidential Information to its employees, contractors, or agents who are involved in performing this EULA, have a "need to know," and have signed a non-disclosure agreement with terms no less restrictive than those herein. Customer shall treat the terms of this EULA as Confidential Information of Skydio.

15.2 Compelled Disclosure. If the Receiving Party is compelled to disclose by law or order issued by a court of competent jurisdiction, regulatory agency, or other governmental body (each, an "Order") any Confidential Information, the Receiving Party will, if legally permissible, promptly give the Disclosing Party written notice of the Order and reasonable assistance to the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity to interpose any and all objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief.

15.3 Governmental Customers. Skydio acknowledges and agrees that State Customers and Federal Customers are subject to applicable public information laws, and that governmental expenditures are generally considered public information and are subject to disclosure to the public.

29 16. General.

16.1 Choice of Law and Venue.

30 (a) If you are a non-governmental entity, this EULA will be interpreted under California state law without giving effect to any choice of law principles that would require the application of the laws of a different country or state, and any claim by one of us shall be brought in any state or federal court of competent jurisdiction located in San Francisco, California.

31 (b) If you are a State Customer, your state's law will apply and any claim arising under this EULA may be brought in the state or federal courts located in your state.

32 (c) If you are a Federal Customer, United States federal law will apply and any claim may be brought in any federal court.

33 (d) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.

16.2 Modification. Any modification to this EULA must be in writing and signed by both parties.

16.3 Export Control. Customer acknowledges that certain of Skydio's Products, Services, or Confidential Information may be subject to US export control laws and regulations, which include, but are not limited to, the Export Administration Regulations. Customer represents that: (a) Customer is and has always been in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, regimes, entities, and persons (collectively, "Embargoed Party"); and (b) Customer is not an Embargoed Party or otherwise subject to any Economic Sanctions Law. Customer agrees: (c) not to violate any applicable Economic Sanctions Laws during the term of this EULA; and (d) not to, without limitation, disclose, transfer, or export Company's Products, Services, or Confidential Information to an Embargoed Party or other third parties, including foreign persons or entities wherever located, whether or not related to or affiliated with Customer, without first obtaining the appropriate US government authorization if required, and receiving express written consent from Company. If Customer is not a State Customer or Federal Customer, then Customer shall defend, indemnify, and hold harmless Skydio and its suppliers from and against any claim arising from Customer's violation of such laws or regulations.

16.4 Construction. In constructing the terms of this EULA, no presumption shall operate in favor of or against any party because of its counsel's role in

drafting the terms and provisions hereof. If the terms of this EULA conflict with the terms of a Purchase Agreement, then the terms of this EULA shall control unless the Purchase Agreement is signed by both parties and expressly controls over a provision of this EULA. This EULA is in the English language and its English language version shall be controlling over any other translation, except as otherwise required by applicable law. The parties to this EULA have expressly required that the present Agreement and its exhibits be drawn up in the English language.

16.5 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this EULA, for any reasonable delay in fulfilling or performing any obligation under this EULA (other than the obligation to pay money), when and to the extent such delay is directly caused by epidemics or pandemics, quarantines, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, natural disasters, or extreme adverse weather.

16.6 Notice. Except as otherwise expressly provided herein, all notices shall be in writing and deemed delivered the earlier of: (a) actual receipt; (b) upon delivery by a nationally recognized overnight courier (receipt requested) to the receiving party's address as specified herein or updated by written notice; or (c) when received via electronic communications as evidenced by either party's contemporaneously created computer records. The parties' addresses for notice are set forth above. Either party may change its address of record by giving the other ten (10) days' notice. Notwithstanding the foregoing, Skydio may give notice of prospective changes to its schedule of Fees by reasonably conspicuous display on the user interface for SaaS Services or Customer's Account. Any notices given by Customer to Skydio under this Agreement shall be given in writing and shall be delivered to the following address and/or email:

34 Skydio, Inc.
35 Attention: Legal Dept.
36 3000 Clearview Way,
37 San Mateo, CA 94402
38 legal@skydio.com

16.7 Relationship Between the Parties. The parties are independent contractors. Neither party is the agent, partner, employee, fiduciary, or joint venturer of the other party under this EULA. There are no third-party beneficiaries under this EULA.

16.8 Feedback. Customer may provide Skydio with any suggestions, comments, or other feedback regarding Products or Services (“Feedback”). Customer’s decision to provide Feedback is entirely voluntary. By providing Feedback, Customer assigns to Skydio all right, title, and interest (including any intellectual property rights) that Customer may have in such Feedback and acknowledges that Skydio may use (or not use) any such Feedback in any manner and for any purpose, without compensation to Customer and without implying or creating any interest on Customer’s part in any of Skydio’s products or services that may be based on such Feedback.

16.9 Remedies. Except as otherwise provided herein, the parties’ rights and remedies under this EULA are cumulative and non-exclusive. No single right or remedy shall be exclusive of any other which is consistent with the former. Customer acknowledges that the Products and Services contain valuable trade secrets and proprietary information of Skydio and its suppliers, that any actual or threatened breach of this EULA by Customer would constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

16.10 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this EULA on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Severability. If any provision of this EULA is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

16.12 Assignment. Skydio may transfer, assign, or delegate this EULA and Skydio’s rights and obligations without notice to Customer (except insofar as notice may be required pursuant to FAR 42.212). Except as otherwise provided herein, Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of Skydio; provided, however, Customer may assign this EULA in its entirety, together with all rights and obligations hereunder, to any party that is not an Embargoed Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this EULA, and Customer shall provide Skydio with prior written notice of such assignment.



16.13 Entire Agreement. This EULA constitutes the final and entire agreement between the parties regarding the subject of this EULA and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. For the avoidance of doubt, the parties may during the course of performance repetitively indicate their assent to this EULA, such as by clicking an “Accept” icon on our website; the parties agree that once they have entered into this EULA, such subsequent manifestations of assent shall be treated as an affirmation or amendment of the contract that they have formed under these terms, and not as a series of separate contracts.

Quote – See next page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

ATTACHMENT B

Q-552549-45560.824MS

Issued: 09/25/2024

Quote Expiration: 10/01/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 105721

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
San Mateo Police Dept. - CA 200 Franklin Pkwy San Mateo, CA 94403-1921 USA	San Mateo Police Dept. - CA 200 Franklin Pkwy San Mateo CA 94403-1921 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tamiko Sianen Phone: +16285027875 Email: tsianen@axon.com Fax:	Anthony Riccardi Phone: (650) 522-7624 Email: ariccardi@cityofsanmateo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$81,438.40
ESTIMATED TOTAL W/ TAX	\$83,348.90

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$32,167.20	\$1,910.50	\$34,077.70
Oct 2025	\$12,317.80	\$0.00	\$12,317.80
Oct 2026	\$12,317.80	\$0.00	\$12,317.80
Oct 2027	\$12,317.80	\$0.00	\$12,317.80
Oct 2028	\$12,317.80	\$0.00	\$12,317.80
Total	\$81,438.40	\$1,910.50	\$83,348.90

Quote Unbundled Price:	\$81,438.40
Quote List Price:	\$81,438.40
Quote Subtotal:	\$81,438.40

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 Hardware									
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$25.51	\$290.51
101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1			\$320.00	\$320.00	\$320.00	\$30.80	\$350.80
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1			\$2,800.00	\$2,800.00	\$2,800.00	\$269.50	\$3,069.50
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1			\$16,464.40	\$16,464.40	\$16,464.40	\$1,584.69	\$18,049.09
A la Carte Software									
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	60		\$10.75	\$10.75	\$645.00	\$0.00	\$645.00
12234	AXON AIR - SKYDIO CONNECT LICENSE	1	60		\$166.58	\$166.58	\$9,994.80	\$0.00	\$9,994.80
101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	60		\$761.67	\$761.67	\$45,700.20	\$0.00	\$45,700.20
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1			\$5,249.00	\$5,249.00	\$5,249.00	\$0.00	\$5,249.00
Total							\$81,438.40	\$1,910.50	\$83,348.90

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	1	10/15/2024
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	10/15/2024
A la Carte	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	1	10/15/2024
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	1	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	11/15/2024	11/14/2029
A la Carte	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	11/15/2024	11/14/2029
A la Carte	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	11/15/2024	11/14/2029
A la Carte	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	11/15/2024	11/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 Franklin Pkwy	San Mateo	CA	94403-1921	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$320.00	\$30.80	\$350.80
Upfront Hardware + PSO	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$265.00	\$25.51	\$290.51
Upfront Hardware + PSO	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$16,464.40	\$1,584.69	\$18,049.09
Upfront Hardware + PSO	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$2,800.00	\$269.50	\$3,069.50
Year 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 1	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	\$9,140.04	\$0.00	\$9,140.04
Year 1	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	\$129.00	\$0.00	\$129.00
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	\$1,049.80	\$0.00	\$1,049.80
Year 1	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	\$1,998.96	\$0.00	\$1,998.96
Total				\$32,167.20	\$1,910.50	\$34,077.70

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 2	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	\$9,140.04	\$0.00	\$9,140.04
Year 2	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	\$129.00	\$0.00	\$129.00
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	\$1,049.80	\$0.00	\$1,049.80
Year 2	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	\$1,998.96	\$0.00	\$1,998.96
Total				\$12,317.80	\$0.00	\$12,317.80

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 3	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	\$9,140.04	\$0.00	\$9,140.04
Year 3	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	\$129.00	\$0.00	\$129.00
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	\$1,049.80	\$0.00	\$1,049.80
Year 3	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	\$1,998.96	\$0.00	\$1,998.96
Total				\$12,317.80	\$0.00	\$12,317.80

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 4	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	\$9,140.04	\$0.00	\$9,140.04
Year 4	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	\$129.00	\$0.00	\$129.00
Year 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	\$1,049.80	\$0.00	\$1,049.80
Year 4	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	\$1,998.96	\$0.00	\$1,998.96
Total				\$12,317.80	\$0.00	\$12,317.80

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 5	101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	1	\$9,140.04	\$0.00	\$9,140.04
Year 5	101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	1	\$129.00	\$0.00	\$129.00
Year 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	\$1,049.80	\$0.00	\$1,049.80
Year 5	12234	AXON AIR - SKYDIO CONNECT LICENSE	1	\$1,998.96	\$0.00	\$1,998.96
Total				\$12,317.80	\$0.00	\$12,317.80

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.

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

9/25/2024

