



Second Amendment to the Master Services and Purchasing Agreement

This Second 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 Second Amendment contains terms and conditions that differ from those contained in the Agreement or the First Amendment, this Second Amendment shall control. The Parties agree that a concept or principle covered in this Second 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 Second 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. Axon Application Programming Interface Appendix
 - b. Quote Q-438788
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: _____

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by



Second Amendment to the Master Services and Purchasing Agreement

third parties;

- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Q-438788-44952.783KB

Issued: 01/26/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 04/01/2023

Account Number: 105721

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
200 Franklin Pkwy 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
Kevin Boyle Phone: Email: kboyle@axon.com Fax:	Anthony Riccardi Phone: (650) 522-7624 Email: ariccardi@cityofsanmateo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$107,689.60
ESTIMATED TOTAL W/ TAX	\$110,575.95

Discount Summary

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

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$45,528.32	\$2,886.35	\$48,414.67
Mar 2024	\$15,540.32	\$0.00	\$15,540.32
Mar 2025	\$15,540.32	\$0.00	\$15,540.32
Mar 2026	\$15,540.32	\$0.00	\$15,540.32
Mar 2027	\$15,540.32	\$0.00	\$15,540.32
Total	\$107,689.60	\$2,886.35	\$110,575.95

Quote Unbundled Price:	\$107,689.60
Quote List Price:	\$107,689.60
Quote Subtotal:	\$107,689.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	60	\$183.34	\$183.34	\$183.34	\$33,001.20	\$0.00	\$33,001.20
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	60	\$283.34	\$283.34	\$283.34	\$17,000.40	\$0.00	\$17,000.40
A la Carte Hardware									
100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8			\$329.00	\$329.00	\$2,632.00	\$253.33	\$2,885.33
100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1			\$14,042.00	\$14,042.00	\$14,042.00	\$1,351.54	\$15,393.54
100689	MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2			\$659.00	\$659.00	\$1,318.00	\$126.86	\$1,444.86
100684	MAVIC 3 THERMAL (NA)SP PLUS	2			\$5,998.00	\$5,998.00	\$11,996.00	\$1,154.62	\$13,150.62
A la Carte Software									
100112	AXON AIR, E.COM PILOT DATA LIC	14	60		\$30.00	\$30.00	\$25,200.00	\$0.00	\$25,200.00
A la Carte Services									
12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$107,689.60	\$2,886.35	\$110,575.95

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1	03/01/2023
A la Carte	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8	03/01/2023
A la Carte	100684	MAVIC 3 THERMAL (NA)SP PLUS	2	03/01/2023
A la Carte	100689	MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	03/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	3	04/01/2023	03/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	3	04/01/2023	03/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	3	04/01/2023	03/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	1	04/01/2023	03/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	04/01/2023	03/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	04/01/2023	03/31/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	14	04/01/2023	03/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	14	\$5,040.00	\$0.00	\$5,040.00
Year 1	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1	\$14,042.00	\$1,351.54	\$15,393.54
Year 1	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8	\$2,632.00	\$253.33	\$2,885.33
Year 1	100684	MAVIC 3 THERMAL (NA)SP PLUS	2	\$11,996.00	\$1,154.62	\$13,150.62
Year 1	100689	MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	\$1,318.00	\$126.86	\$1,444.86
Year 1	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	\$500.00	\$0.00	\$500.00
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,600.24	\$0.00	\$6,600.24
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,400.08	\$0.00	\$3,400.08
Total				\$45,528.32	\$2,886.35	\$48,414.67

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	14	\$5,040.00	\$0.00	\$5,040.00
Year 2	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	\$500.00	\$0.00	\$500.00
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,600.24	\$0.00	\$6,600.24
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,400.08	\$0.00	\$3,400.08
Total				\$15,540.32	\$0.00	\$15,540.32

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	14	\$5,040.00	\$0.00	\$5,040.00
Year 3	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	\$500.00	\$0.00	\$500.00
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,600.24	\$0.00	\$6,600.24
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,400.08	\$0.00	\$3,400.08
Total				\$15,540.32	\$0.00	\$15,540.32

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	14	\$5,040.00	\$0.00	\$5,040.00
Year 4	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	\$500.00	\$0.00	\$500.00
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,600.24	\$0.00	\$6,600.24
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,400.08	\$0.00	\$3,400.08
Total				\$15,540.32	\$0.00	\$15,540.32

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	14	\$5,040.00	\$0.00	\$5,040.00
Year 5	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	\$500.00	\$0.00	\$500.00
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,600.24	\$0.00	\$6,600.24
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,400.08	\$0.00	\$3,400.08

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$15,540.32	\$0.00	\$15,540.32

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 www.axon.com/legal/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

1/26/2023

