

MODIFICATION NO. 03
TO
CONTRACT NUMBER VA-230420-AXON
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
AXON ENTERPRISE, INC.

This Modification No. 03 ("**Modification 3**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Axon Enterprise, Inc. ("**Supplier**"), to modify and amend Contract No. VA-230420-AXON ("**Contract**") in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a "**Party**" and, collectively, the "**Parties**"), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification 3 have the meaning ascribed to them in the Contract unless otherwise defined in this Modification 3.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

- 1. Additional Security and Compliance Requirements:** This Modification 3 incorporates additional security and compliance obligations for Supplier, which are in addition to the existing security obligations outlined in the Contract.

For the **Evidence.com Cloud Application**:

- Supplier agrees to meet SEC530 IR-5 requirements for **24-hour security incident notification**.

For the **Fusus Cloud Application**:

- Supplier agrees that the Application must be configured to meet **SEC530 AC-2**, including integration with an **SSO Solution prior to project onset**.
- Supplier agrees to meet **SEC530 IR-6 requirements for 24-hour security incident notification**.

These requirements shall be applicable to all Authorized Users under the Contract, ensuring that each does not need to request these conditions separately on individual Purchase Orders (POs).

- 2. Adding New Product Category to Exhibit-B Pricing:** Adds the ability for Supplier to sell Fusus and DEDrone Products to the current product categories listed in Exhibit-B Pricing.
- 3. Incorporation of New Exhibit-B Pricing:** Revise pricing to reflect no greater than a 3% increase in fees as defined by Contract section 28 A, "Fees and Charges" limiting the increase to "...the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<https://www.bls.gov/cpi/home.htm>) for the effective date of the increase compared with the same index one (1) year prior."

4. **Third-Party Software and Services.** Use of software or services other than those provided by Supplier is governed by the terms, if any, entered into between Authorized Users and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at <https://www.axon.com/sales-terms-and-conditions> if any.
5. **Incorporate Fusus Appendix:** The terms and conditions for the Fusus product are attached hereto as Exhibit T, which shall govern purchase of Fusus products by Authorized Users, in conjunction with and in accordance with the Contract. In the event of a conflict between the Fusus Appendix in Exhibit T and the terms and conditions of the Contract, the terms and conditions of the Contract will take precedence.
6. **Incorporate Dedrone Appendix:** The terms and conditions for Dedrone Products are attached hereto as Exhibit U, which shall govern purchase of Dedrone Products by Authorized Users, in conjunction with and in accordance with the Contract. In the event of a conflict between the Dedrone Appendix in Exhibit U and the terms and conditions of the Contract, the terms and conditions of the Contract will take precedence.

The changes set forth in this Modification 3 are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AXON ENTERPRISE, INC

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: Robert Driscoll

BY: Mary Lou Bulger

NAME: Bobby Driscoll

NAME: Marry Lou Bulger

TITLE: Deputy General Counsel

TITLE: Director, Statewide Sourcing &
Category Management

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