

MODIFICATION NO. 02
TO
CONTRACT NUMBER VA-230420-AXON
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
AXON ENTERPRISE, INC.

This Modification No. 02 ("**Modification**") 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 have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

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. **Per section 5.A. Access to New Technology:** Adds the ability for Supplier to sell - Fusus to the current product categories listed in Exhibit-B Pricing. Fusus is a real time security operations system. Fusus uses an on-premise appliance called the "FususCORE" to capture, encrypt, store, and analyze video. Video captured at any end user customer location may be stored locally on the FususCORE appliances and video may be transferred to end user customer's evidence.com for long term retention. Customer's use of Fusus' cloud-based storage, access, or streaming of video is not incorporated pursuant to this Modification and will require an additional modification to permit those offerings once approved under VITA security policies.
2. **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."
3. **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

Incorporate Fusus Appendix: The terms and conditions for the Fusus product are attached hereto as Exhibit T, which shall govern VITA's purchase of Fusus products, in conjunction with and in accordance with the Contract. In the event of a conflict between the Fusus Appendix 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 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: _____

BY: _____

NAME: Bobby Driscoll

NAME: Marry Lou Bulger

TITLE: Deputy General Counsel

TITLE: Director, Statewide Sourcing &
Category Management

DATE: _____

DATE: _____