

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the Apex Police Department (NC) (“**Customer**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Customer are each a “**Party**” and collectively “**Parties**”.

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Apex Police Department (NC), dated June 26, 2023 (the “**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 following language is added in to the Professional Services Appendix:

1. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

2. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

2. The attached documents are hereby incorporated into the Agreement:

- a. ACEIP Appendix (*Replaces previous ACEIP Appendix*)
- b. Quote Q-790337-46199MM
- c. Quote Q-826741-46143DJ

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Signatures to follow on the next page



First Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise

X _____

[empty member name] , VP, Assoc. General Counsel

Email: bobby@axon.com

Timestamp: [empty signing timestamp]

Town of Apex

X _____

Randal E. Vosburg, Town Manager

Email: nicole.garcia@apexnc.org

Timestamp: [empty signing timestamp]

**This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.**

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations**ACEIP Basic**

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.



Q-790337-46199MM

Issued: 06/26/2026



Quote Expiration: 09/30/2026

Estimated Contract Start Date: 12/15/2026

Account Number: 110531

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Madison Mayfield Phone: Email: mmayfield@axon.com Fax:	Paul Pope Phone: (919) 930-5247 Email: paul.pope@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$70,073.40
ESTIMATED TOTAL W/ TAX	\$73,758.03

Discount Summary

Average Savings Per Year	\$1,278.76
TOTAL SAVINGS	\$6,393.80

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$14,014.68	\$736.92	\$14,751.60
Jun 2027	\$14,014.68	\$736.92	\$14,751.60
Jun 2028	\$14,014.68	\$736.92	\$14,751.60
Jun 2029	\$14,014.68	\$736.92	\$14,751.60
Jun 2030	\$14,014.68	\$736.95	\$14,751.63
Total	\$70,073.40	\$3,684.63	\$73,758.03

Quote Unbundled Price:	\$76,470.60
Quote List Price:	\$70,073.40
Quote Subtotal:	\$70,073.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	3	60	\$407.10	\$371.56	\$371.56	\$66,880.80	\$3,453.17	\$70,333.97
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	1		\$1,500.00	\$1,500.00	\$1,500.00	\$108.75	\$1,608.75
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		\$28.21	\$28.21	\$1,692.60	\$122.71	\$1,815.31
Total							\$70,073.40	\$3,684.63	\$73,758.03

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	11/15/2026
Interview Room 1 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	11/15/2026
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	11/15/2026
Interview Room 1 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	1	11/15/2026
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	11/15/2026
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	11/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	12/15/2026	12/14/2031
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	12/15/2026	12/14/2031
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	12/15/2026	12/14/2031
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	12/15/2026	12/14/2031

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	205 Saunders St	Apex	NC	27502-1447	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$21.75	\$321.75
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$24.54	\$363.06
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	3	\$13,376.16	\$690.63	\$14,066.79
Total				\$14,014.68	\$736.92	\$14,751.60

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$21.75	\$321.75
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$24.54	\$363.06
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	3	\$13,376.16	\$690.63	\$14,066.79
Total				\$14,014.68	\$736.92	\$14,751.60

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$21.75	\$321.75
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$24.54	\$363.06
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	3	\$13,376.16	\$690.63	\$14,066.79
Total				\$14,014.68	\$736.92	\$14,751.60

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$21.75	\$321.75
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$24.54	\$363.06
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	3	\$13,376.16	\$690.63	\$14,066.79
Total				\$14,014.68	\$736.92	\$14,751.60

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$21.75	\$321.75
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$24.55	\$363.07
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	3	\$13,376.16	\$690.65	\$14,066.81
Total				\$14,014.68	\$736.95	\$14,751.63

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 for Agency as negotiated and agreed to by the parties on June 26, 2023, as well as the attached Amendment 1, and any Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

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.

x _____

Signature Town Manager

6/26/2026

[empty signing timestamp]

Date Signed

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



x _____

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]



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-826741-46143DJ

Issued: 05/01/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 110531

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Madison Mayfield Phone: Email: mmayfield@axon.com Fax:	Bradley Meyers Phone: (919) 423-9087 Email: bradley.meyers@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$42,740.96
ESTIMATED TOTAL W/ TAX	\$42,740.96

Discount Summary

Average Savings Per Year	\$174.45
TOTAL SAVINGS	\$872.24

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$8,548.20	\$0.00	\$8,548.20
Jun 2027	\$8,548.19	\$0.00	\$8,548.19
Jun 2028	\$8,548.19	\$0.00	\$8,548.19
Jun 2029	\$8,548.19	\$0.00	\$8,548.19
Jun 2030	\$8,548.19	\$0.00	\$8,548.19
Total	\$42,740.96	\$0.00	\$42,740.96

Quote Unbundled Price:	\$43,613.20
Quote List Price:	\$43,613.20
Quote Subtotal:	\$42,740.96

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									
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	60		\$141.67	\$138.84	\$8,330.20	\$0.00	\$8,330.20
100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	60		\$75.00	\$73.50	\$8,820.00	\$0.00	\$8,820.00
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	60		\$37.97	\$37.21	\$8,930.56	\$0.00	\$8,930.56
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	60		\$241.67	\$236.84	\$14,210.20	\$0.00	\$14,210.20
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$2,450.00	\$2,450.00	\$0.00	\$2,450.00
Total							\$42,740.96	\$0.00	\$42,740.96

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	06/01/2026	05/31/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	06/01/2026	05/31/2031
A la Carte	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	06/01/2026	05/31/2031
A la Carte	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	06/01/2026	05/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	205 Saunders St	Apex	NC	27502-1447	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,666.04	\$0.00	\$1,666.04
Annual Payment 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,842.05	\$0.00	\$2,842.05
Annual Payment 1	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	\$1,764.00	\$0.00	\$1,764.00
Annual Payment 1	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	\$1,786.11	\$0.00	\$1,786.11
Annual Payment 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$490.00	\$0.00	\$490.00
Total				\$8,548.20	\$0.00	\$8,548.20

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,666.04	\$0.00	\$1,666.04
Annual Payment 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,842.04	\$0.00	\$2,842.04
Annual Payment 2	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	\$1,764.00	\$0.00	\$1,764.00
Annual Payment 2	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	\$1,786.11	\$0.00	\$1,786.11
Annual Payment 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$490.00	\$0.00	\$490.00
Total				\$8,548.19	\$0.00	\$8,548.19

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,666.04	\$0.00	\$1,666.04
Annual Payment 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,842.04	\$0.00	\$2,842.04
Annual Payment 3	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	\$1,764.00	\$0.00	\$1,764.00
Annual Payment 3	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	\$1,786.11	\$0.00	\$1,786.11
Annual Payment 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$490.00	\$0.00	\$490.00
Total				\$8,548.19	\$0.00	\$8,548.19

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,666.04	\$0.00	\$1,666.04
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Annual Payment 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$490.00	\$0.00	\$490.00
Total				\$8,548.19	\$0.00	\$8,548.19

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,666.04	\$0.00	\$1,666.04
Annual Payment 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,842.04	\$0.00	\$2,842.04
Annual Payment 5	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	\$1,764.00	\$0.00	\$1,764.00

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	\$1,786.11	\$0.00	\$1,786.11
Annual Payment 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$490.00	\$0.00	\$490.00
Total				\$8,548.19	\$0.00	\$8,548.19

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.

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Acceptance of Terms:

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Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

x

Signature Town Manager

5/1/2026

[empty signing timestamp]

Date Signed

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

x

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

