

CITY OF EUSTIS FLORIDA MUNICIPAL ADDENDUM TO AXON MASTER SERVICES AND PURCHASING AGREEMENT

This Florida Municipal Addendum (“Addendum”) is entered into by and between Axon Enterprise, Inc., a Delaware corporation authorized to transact business in the State of Florida (“Axon”), and the City of Eustis, Florida, a Florida municipal corporation (“City”), and shall amend and supplement the Axon Master Services and Purchasing Agreement, Version 25.3, together with all Quotes, Statements of Work, appendices, exhibits, online terms incorporated therein, renewals, amendments, and related documents (collectively, the “Agreement”).

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In the event of any inconsistency among the Agreement documents, the following order of precedence shall apply:

- A. this Florida Municipal Addendum;
- B. any mutually executed amendment executed after this Addendum;
- C. the City-approved Quote and any City-approved Statement of Work;
- D. the Axon Master Services and Purchasing Agreement;
- E. incorporated appendices and exhibits; and
- F. any online or web-based terms, policies, or future modifications.

No incorporated online term, click-through term, portal term, transparency portal publication, or unilateral modification shall supersede this Addendum unless expressly approved in writing by the City.

SECTION 1. PUBLIC RECORDS COMPLIANCE

To the extent Axon is acting on behalf of the City within the meaning of Section 119.0701, Florida Statutes, Axon shall:

- A. Keep and maintain public records required by the City to perform the services.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Axon does not transfer the records to the City.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in possession of Axon or keep and maintain public records required by the City to perform the service. If Axon transfers all public records to the City upon completion or termination of the Agreement, Axon shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion or termination of the Agreement, Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

IF AXON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AXON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF EUSTIS, 10 S. GROVE STREET, EUSTIS, FLORIDA 32726; TELEPHONE: (352) 483-5430; EMAIL: cityclerk@eustis.org.

SECTION 2. SOVEREIGN IMMUNITY

Nothing contained in the Agreement or this Addendum shall be construed as a waiver of the City's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of the Agreement.

SECTION 3. NON-APPROPRIATION; NO DEBT

The obligations of the City under the Agreement are subject to annual appropriation by the Eustis City Commission in accordance with Florida law. Nothing contained in the Agreement shall constitute a pledge of the taxing power, credit, or ad valorem revenues of the City.

In the event sufficient appropriated funds are not available to continue payments under the Agreement, the City may terminate the Agreement without penalty upon written notice to Axon, subject only to lawful obligations accrued prior to termination and any return obligations expressly stated in the Agreement.

For avoidance of doubt, termination due to non-appropriation shall not constitute an event of default by the City and shall not give rise to acceleration, lost profits, early termination charges, or cancellation charges, except for lawful payment obligations accrued for goods or services accepted by the City prior to the effective date of termination and any express device-return obligations applicable to non-appropriation termination under the Agreement.

SECTION 4. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding arising out of or relating to the Agreement shall lie exclusively in the Fifth Judicial Circuit in and for Lake County, Florida, or the United States District Court having jurisdiction over Lake County, Florida.

SECTION 5. NO WAIVER OF JURY TRIAL OR CONSTITUTIONAL RIGHTS

Nothing in the Agreement shall be construed as a waiver by the City of any constitutional right, statutory protection, or procedural defense available under Florida law.

SECTION 6. MATERIAL MODIFICATION OF INCORPORATED ONLINE TERMS

Axon may update its generally applicable online terms, policies, appendices, or web-based materials from time to time; provided, however, that no such update shall materially and adversely modify the City's rights or obligations under this Agreement without the City's prior written consent.

This Section applies only to online or incorporated materials applicable to the products and services purchased by the City under this Agreement.

Any online modification that materially alters:

- A. payment obligations;
- B. indemnification obligations;
- C. confidentiality obligations;
- D. public records obligations;
- E. AI/data usage rights;
- F. cybersecurity obligations;
- G. ownership rights;
- H. limitations of liability; or
- I. termination rights

shall be ineffective against the City unless approved in writing by an authorized City representative.

SECTION 7. CYBERSECURITY; SECURITY INCIDENTS

Axon shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect City data, Customer Content, criminal justice information, and confidential information from unauthorized access, disclosure, destruction, corruption, or loss.

Axon shall notify the City promptly, and in no event later than seventy-two (72) hours after Axon confirms any actual or reasonably suspected security breach, unauthorized access, ransomware event, compromise, exfiltration, corruption, or unauthorized disclosure involving City data, Customer Content, criminal justice information, confidential information, or systems used to provide services to the City.

Axon shall cooperate with the City regarding investigation, remediation, mitigation, public records responses, and legally required notifications associated with any such incident. Axon shall preserve relevant logs, audit trails, incident reports, forensic materials, and system records reasonably necessary to investigate and respond to such incident and shall reasonably

cooperate with the City regarding CJIS, public records, law enforcement, insurance, and regulatory obligations arising therefrom.

SECTION 8. OWNERSHIP OF DATA AND RECORDS

The City retains all ownership rights, title, and interest in and to all City records, evidence, Customer Content, metadata, recordings, reports, analytics, derivative datasets, transformed data, and reports generated from City records, and criminal justice information uploaded into or generated through the Axon systems, except as otherwise expressly permitted by Florida law.

Nothing in the Agreement shall be construed as granting Axon ownership rights in City public records or evidentiary materials.

Axon is granted only a limited, non-exclusive, non-transferable license to access and use City data, Customer Content, evidence, metadata, recordings, reports, and related materials solely as necessary to perform its obligations under the Agreement. Axon shall not use City data, Customer Content, evidence, metadata, recordings, reports, or related materials for product development, AI training, model development, analytics commercialization, benchmarking, marketing, derivative commercial purposes unless expressly authorized by a separate written agreement approved by the City.

To the extent any provision of the Agreement, including any AI Appendix, ACEIP Appendix, Data Science provision, Dedrone provision, analytics provision, transformed-data provision, or similar provision conflicts with this Section, this Section shall control.

SECTION 9. ACEIP PARTICIPATION

The City does not consent to participation in the Axon Customer Experience Improvement Program ("ACEIP") unless separately authorized in writing by the City Manager or designee.

To the extent the Agreement provides for default enrollment in ACEIP, the City hereby opts out of ACEIP Basic participation effective immediately.

Axon shall not utilize City Customer Content, evidence, recordings, reports, metadata, analytics, transformed data, or related materials for AI training, machine-learning training, model development, analytics development, commercialization, benchmarking, or derivative product development except as expressly authorized by a separate written agreement approved by the City.

The City's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. The City agrees to allow Axon access to Non-Content Data and Dedrone Data from The City to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products. Non-Content Data and Dedrone Data does not include Customer Content.

SECTION 10. ARTIFICIAL INTELLIGENCE OUTPUTS

The City acknowledges that certain Agreement components include artificial intelligence or machine-assisted functionalities.

Axon shall have no authority to make operational, legal, prosecutorial, disciplinary, probable cause, or evidentiary determinations on behalf of the City.

The City retains sole authority and responsibility for review, verification, approval, and use of AI-generated outputs.

SECTION 11. COMPLIANCE WITH FLORIDA LAW

Axon shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances applicable to performance under the Agreement, including, where applicable:

- A. Chapter 119, Florida Statutes;
- B. Chapter 286, Florida Statutes;
- C. CJIS requirements;
- D. applicable evidence retention laws;
- E. Florida public records requirements; and
- F. applicable export control and criminal justice regulations.

SECTION 12. AUDIT RIGHTS

To the extent permitted by applicable law and legitimate security restrictions, the City, the Florida Auditor General, and other authorized governmental entities shall have reasonable access to records reasonably necessary to verify Axon's compliance with the Agreement and this Addendum.

Such records include, billing records, service records, implementation records, subcontractor records, data-handling records, security summaries, SOC 2 reports or substantially equivalent third-party security attestations, CJIS-related compliance documentation, incident records, and records reasonably necessary to verify compliance with public records, cybersecurity, data ownership, and statutory obligations.

Nothing herein requires Axon to disclose trade secrets, privileged materials, or security-sensitive information beyond what is reasonably necessary for governmental audit, compliance, or legal-review purposes. Axon shall not be required to provide access to materials unrelated to this Agreement, and any request for access beyond such scope shall not serve as a basis for a finding of breach.

SECTION 13. INDEMNIFICATION LIMITATIONS

Nothing in the Agreement shall be construed to require the City to indemnify, defend, or hold harmless Axon beyond the limitations permitted under Florida law. Any indemnification obligations of the City are limited to the extent authorized by Section 768.28, Florida Statutes.

SECTION 14. E-VERIFY

To the extent applicable under Section 448.095, Florida Statutes, Axon shall register with and use the E-Verify system to verify the work authorization status of newly hired employees performing services in Florida. Axon shall require any subcontractor performing services in Florida under the Agreement to provide an affidavit stating that the subcontractor does not knowingly employ, contract with, or subcontract with an unauthorized alien. Axon shall maintain such affidavits for the duration of the Agreement and shall comply with all applicable termination and compliance obligations under Section 448.095, Florida Statutes.

SECTION 15. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, Axon certifies that it is not on the convicted vendor list for a public entity crime and is not prohibited from doing business with the City.

SECTION 16. SCRUTINIZED COMPANIES

Axon certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. If the Agreement is for goods or services of One Million Dollars (\$1,000,000.00) or more, Axon further certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria. Axon shall comply with Section 287.135, Florida Statutes, and the City may terminate the Agreement as authorized by that section.

SECTION 17. FOREIGN COUNTRIES OF CONCERN

To the extent Section 287.138, Florida Statutes, applies to the Agreement, Axon represents, warrants, and certifies that it is not prohibited from contracting with the City under Section 287.138, Florida Statutes. Axon shall execute and deliver any affidavit or certification reasonably required by the City to confirm compliance with Section 287.138, Florida Statutes, including any affidavit required because the Agreement may provide access to personal identifying information, law enforcement data, criminal justice information, or other protected information. The City may terminate the Agreement as authorized by law if Axon is found to have submitted a false certification or becomes prohibited from contracting under Section 287.138, Florida Statutes.

SECTION 18. NO THIRD-PARTY BENEFICIARIES

This Addendum and the Agreement are solely for the benefit of the parties hereto and shall not create rights in any third party.

SECTION 19. EXECUTION AUTHORITY

Each party represents that the individual executing this Addendum possesses full legal authority to bind the respective entity.

SECTION 20. ENTIRE AGREEMENT

The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties regarding the subject matter herein.

Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect, including all mutually executed Quotes and Statements of Work approved by the City.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

AXON ENTERPRISE, INC.

By: Signed by: Robert Driscoll _____

Name: Robert Driscoll _____

Title: Deputy General Counsel _____

Date: 5/28/2026 | 12:38 PM MST _____

CITY OF EUSTIS, FLORIDA

By: _____

Name: RICK GIEROK

Title: INTERIM CITY MANAGER

Date: _____