



First Amendment to the Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the Tupelo Police Department (MS) (“**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**”.

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Tupelo Police Department dated June 20, 2023 (the “**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to provide clarity to certain sections of the Agreement.

The Parties therefore agree as follows:

1. Section 16.3 of the Agreement is hereby deleted in its entirety and replaced with the following (modifications reflected in bold):

16.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer’s suggested retail price (“MSRP”) and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination, **and if returned, Axon will not invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices.** MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

2. Exhibit B – Quote Q-420126 is hereby deleted in its entirety and replaced with Exhibit B – Quote Q-516696 attached to this Amendment.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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, Inc.

Tupelo Police Department (MS)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

EXHIBIT B

Q-516696-45226.703TM

Issued: 10/27/2023

Quote Expiration: 11/20/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 106326

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery-400 N Front St 400 N Front St Tupelo, MS 38804-4001 USA	Tupelo Police Dept. - MS 400 N Front St Tupelo MS 38804-4001 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	Robert Vail Phone: (662) 841-6491 Email: robert.vail@tupeloms.gov Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$1,649,604.00
ESTIMATED TOTAL W/ TAX	\$1,649,604.00

Discount Summary

Average Savings Per Year	\$70,538.94
TOTAL SAVINGS	\$364,451.20

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$330,000.00	\$0.00	\$330,000.00
Feb 2024	\$39,868.20	\$0.00	\$39,868.20
Oct 2024	\$89,703.45	\$0.00	\$89,703.45
Nov 2024	\$230,230.50	\$0.00	\$230,230.50
Oct 2025	\$89,703.45	\$0.00	\$89,703.45
Nov 2025	\$230,230.50	\$0.00	\$230,230.50
Oct 2026	\$89,703.45	\$0.00	\$89,703.45

Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	\$230,230.50	\$0.00	\$230,230.50
Oct 2027	\$89,703.45	\$0.00	\$89,703.45
Nov 2027	\$230,230.50	\$0.00	\$230,230.50
Total	\$1,649,604.00	\$0.00	\$1,649,604.00

Quote Unbundled Price:	\$2,014,055.20
Quote List Price:	\$1,991,654.20
Quote Subtotal:	\$1,649,604.00

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									
Unlimited7+	Unlimited 7+ Bundle	85	60	\$182.05	\$193.90	\$191.67	\$977,517.00	\$0.00	\$977,517.00
Fleet3A	Fleet 3 Advanced	30	60	\$300.59	\$254.57	\$221.49	\$398,682.00	\$0.00	\$398,682.00
A la Carte Hardware									
H00003	AB4 1-Bay Dock Bundle	5			\$229.00	\$114.50	\$572.50	\$0.00	\$572.50
H00002	AB4 Multi Bay Dock Bundle	10			\$1,638.90	\$797.50	\$7,975.00	\$0.00	\$7,975.00
H00001	AB4 Camera Bundle	85			\$849.00	\$374.50	\$31,832.50	\$0.00	\$31,832.50
A la Carte Software									
100801	RECORDS OSP	85	62		\$32.66	\$0.00	\$0.00	\$0.00	\$0.00
73638	STANDARDS ACCESS LICENSE	85	62		\$9.80	\$0.00	\$0.00	\$0.00	\$0.00
100165	UNLIMITED 3RD-PARTY STORAGE	85	60		\$29.00	\$29.00	\$147,900.00	\$0.00	\$147,900.00
ProLicense	Pro License Bundle	10	60		\$39.00	\$42.25	\$25,350.00	\$0.00	\$25,350.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$26,775.00	\$26,775.00	\$0.00	\$26,775.00
73896	STANDARDS IMPLEMENTATION SERVICE	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
Total							\$1,649,604.00	\$0.00	\$1,649,604.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - 1 BAY DOCK	5	12/01/2023
AB4 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	5	12/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	85	12/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	12/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	94	12/01/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	94	12/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	12/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	12/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	12/01/2023
Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	170	12/01/2023
Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	85	12/01/2023
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	30	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	30	02/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	02/01/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	30	02/01/2024
Unlimited 7+ Bundle	73309	AXON CAMERA REFRESH ONE	87	06/01/2026
Unlimited 7+ Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	5	06/01/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	06/01/2026
Unlimited 7+ Bundle	73310	AXON CAMERA REFRESH TWO	87	12/01/2028
Unlimited 7+ Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	5	12/01/2028
Unlimited 7+ Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	12/01/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	30	02/01/2029
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	1	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	01/01/2024	12/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	850	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	85	01/01/2024	12/31/2028
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	85	01/01/2024	12/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100801	RECORDS OSP	85	01/01/2024	02/28/2029
A la Carte	73638	STANDARDS ACCESS LICENSE	85	01/01/2024	02/28/2029
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	30
Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	85
A la Carte	73896	STANDARDS IMPLEMENTATION SERVICE	1
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	5	01/01/2024	12/31/2028
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	30	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	30	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/01/2025	02/28/2029

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	H00001	AB4 Camera Bundle	85	\$31,832.50	\$0.00	\$31,832.50
Upfront Hardware	H00002	AB4 Multi Bay Dock Bundle	10	\$7,975.00	\$0.00	\$7,975.00
Upfront Hardware	H00003	AB4 1-Bay Dock Bundle	5	\$572.50	\$0.00	\$572.50
Upfront Hardware	Unlimited7+	Unlimited 7+ Bundle	85	\$11,363.65	\$0.00	\$11,363.65
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$34,318.59	\$0.00	\$34,318.59
Year 1	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 1	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$6,961.18	\$0.00	\$6,961.18
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$696.12	\$0.00	\$696.12
Year 1	85055	AXON FULL SERVICE	1	\$6,212.85	\$0.00	\$6,212.85
Year 1	ProLicense	Pro License Bundle	10	\$5,882.19	\$0.00	\$5,882.19
Year 1	Unlimited7+	Unlimited 7+ Bundle	85	\$224,185.42	\$0.00	\$224,185.42
Total				\$330,000.00	\$0.00	\$330,000.00

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73638	STANDARDS ACCESS LICENSE	85	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	Fleet3A	Fleet 3 Advanced	30	\$39,868.20	\$0.00	\$39,868.20
Total				\$39,868.20	\$0.00	\$39,868.20

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
Total				\$89,703.45	\$0.00	\$89,703.45

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 2	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 2	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 2	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 2	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 2	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
Total				\$230,230.50	\$0.00	\$230,230.50

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
Total				\$89,703.45	\$0.00	\$89,703.45

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 3	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 3	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 3	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 3	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 3	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
Total				\$230,230.50	\$0.00	\$230,230.50

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
Total				\$89,703.45	\$0.00	\$89,703.45

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 4	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 4	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 4	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 4	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 4	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
Total				\$230,230.50	\$0.00	\$230,230.50

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
Total				\$89,703.45	\$0.00	\$89,703.45

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 5	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 5	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 5	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 5	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
Total				\$230,230.50	\$0.00	\$230,230.50

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

10/27/2023

