



June 3, 2026

Gregory A. Padrick, Police Chief
DeKalb County Police Department
1960 West Exchange Place
Tucker, GA 30084

Dear Chief Padrick,

We are pleased to inform you that your agency has been awarded funds from the Urban Area Security Initiative (UASI) Program in the amount not to exceed **\$132,750.00** for sustaining the following program areas:

- Law Enforcement Operations Program for GY2024 valued at an estimated \$132,750.00.

Please sign page 8, complete and sign page 9 (Exhibit C) electronically, have the appropriate officials execute page 8, and return electronic copies to us via email at fjackson@atlantaregional.org. Note that these funds are subject to the execution of the appropriate documents and the reporting requirements.

Thank you for your commitment and support of this program. Should you have any questions, please contact me at 404-734-4296 or bcoxtan@atlantaregional.org.

Sincerely,

Bernard Coxton
Atlanta UASI, Program Administrator

**Memorandum of Understanding
between
Atlanta Regional Commission
and
DeKalb County**

THIS AGREEMENT, made and entered into as of the **1st day of October 2025** by and between the **Atlanta Regional Commission**, an instrumentality created and existing under the laws of the state of Georgia (hereinafter referred to as “ARC”) with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, and **DeKalb County**, a political subdivision of the state of Georgia (hereinafter referred to as the “Recipient”) with a principal place of business located at 1960 West Exchange Place, Tucker, GA 30084.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative (“UASI”) has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security (“DHS”) and Georgia Emergency Management and Homeland Security Agency (“GEMHSA”); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from the Grant Year 2024 (GY24), Homeland Security Grant Programs (“HSGP”) administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a department within ARC known as Homeland Security and Emergency Preparedness (“HSEP”); and

WHEREAS, Recipient has requested not to exceed **\$132,750.00** from GY’24 funds for enhancement Law Enforcement capabilities; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same.

NOW, THEREFORE, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the Internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS),
Preparedness Directorate, Office of Grants and Training (G&T),

Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

- Exhibit B. United States Department of Homeland Security (DHS), Fiscal 2024 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo
- Exhibit C. NIMS Compliance Form (attached).
- Exhibit D. Approved Detailed Project Description/Cost (attached).
- Exhibit E. 2024 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2024 (a copy of which is available for inspection at ARC's office).
- Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.
- Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).
- Exhibit H. Agreement between ARC and consultant, Axon Enterprises dated October 1, 2025 (attached). Recipient acknowledges and accepts the terms and conditions of said Agreement, as applicable to Recipient, by signature to this Memorandum of Understanding.

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all

goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).
4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements “Audits (specifically including 2 CFR Part 200, Subpart F)” Financial Regulations and Guides, National Initiatives, and Special Conditions.
5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor’s or subcontractor’s new employee’s work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.
6. **Procedures for Handling Critical Infrastructure Information (“PHCII”).** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information (“CII”) that enjoys protection under the Critical Infrastructure Information Act of 2002 (“CII Act”). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information (“PHCII”) (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information (“PCII”) are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any “PCII” markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative

penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Inventory.** Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. The Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
8. **Nondisclosure of Confidential Information.** In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. The parties acknowledge all documents and information communicated or provided to the County are subject to the Georgia Open Records Act (the "ACT"). Subject to the Act, for the purpose of this Agreement, "Confidential Information" shall mean all information marked "Confidential" and received by Recipient from ARC, unless otherwise explicitly marked or designated. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential information in written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. **ARC:**
Bernard Coxton, Director
Homeland Security and Emergency Preparedness
Atlanta Regional Commission
International Tower
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 404-734-4296
bcoxton@atlantaregional.org

b. **Recipient:**
Gregory Padrick, Police Chief
DeKalb County Police Department
1960 West Exchange Place
Tucker, GA 30084
Office: 770-724-7440
gapadric@dekalbcountyga.gov

Notices are effective upon receipt by a party.

10. **Termination:**

a. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment.** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.
12. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.
13. **Legal Responsibility.** Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.
14. **Disputes.** Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.
15. **No Third Party Beneficiary.** Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
16. **Mutual Negotiations.** The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.
17. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
18. **Entire Agreement.** The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
19. **Effective Date.** The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.
20. **Time of the Essence.** Recipient acknowledges that time is of the essence for its obligations under this Agreement.
21. **Severability.** Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

22. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.
23. **Force Majeure.** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
24. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
25. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
26. **Authority to Execute This Agreement.** Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.
27. **Time of Performance.** Work and services shall be undertaken and pursued in such sequence as to ensure their expeditious completion and as may be required in Exhibit D. All work and services required hereunder shall be completed on or before May 31, 2027, or other such modified performance end date as may be prescribed by the Department of Homeland Security, Grant Agreement Number EMW-2024-SS-05208.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

ARC MOU
102612

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Atlanta Regional Commission

By: 

Date: 6/3/26

Title: Director, Homeland Security and Emergency Preparedness Department, Bernard Coxtton

By: _____ Date: _____

Title: Executive Director, Anna Roach, Atlanta Regional Commission

By: _____ Date: _____

Title: Chairman, Andre Dickens, Atlanta Regional Commission

DeKalb County

By: _____ Date: _____

Title: CEO, Lorraine Cochran-Johnson, DeKalb County Board of Commissioners

By: _____ Date: _____

Title: Clerk of the CEO and Board of Commissioners, Barbara Sanders

Approved as to Substance

By: _____ Date: _____

Title: Police Chief, Gregory Padrick, DeKalb County Police Department

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- | | |
|---|---|
| ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations. | ☐ Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO). |
| ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans. | ☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements. |
| ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center. | ☐ Complete IS-700 NIMS: An Introduction |
| ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan) | ☐ Complete IS-800 NRP: An Introduction |
| ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community. | ☐ Complete ICS 100 and ICS 200 Training |
| ☐ Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions. | ☐ Complete ICS 300 Training |
| | ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises. |
| | ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions. |
| | ☐ Incorporate corrective actions into preparedness and response plans and procedures. |
| | ☐ Inventory community response assets to conform to homeland security resource typing standards. |
| | ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs. |
| | ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector. |
| | ☐ Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division. |

**Authorized
Signature:** _____

Date: _____

Agency: _____

Exhibit D
Summary & Project Equipment List
GY2024

DeKalb Police Department GY2024	\$132,750.00
GRAND TOTAL	\$132,750.00

DEKALB COUNTY POLICE DEPARTMENT				
APPLICANT (AGENCY/DEPARTMENT): DeKalb County Police Department		Jurisdiction: DeKalb County		
Contact at Agency: Charles Flood		Phone Number: 678-414-7265	Email: ceflood@dekalbcountyga.gov	
Police Equipment List				
Grant Year 2024			GAN NUMBER: EMW-2024-SS-05208	
Project Type: Sustaining Existing Capabilities				
QUOTES				
	EQUIPMENT DESCRIPTION	QUANTITY	QUOTE COST	TOTAL
	Axon Enterprise Video and Data Collection Renewal Package	1	\$ 132,750.00	\$ 132,750.00
GY 2024				
GRAND TOTAL: \$				132,750.00



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-731711-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 109485

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Dekalb County Police Dept.- GA 2484 Bruce St Lithonia, GA 30058-7380 USA	Dekalb County Police Dept.- GA 1300 Commerce Dr Decatur GA 30030-3222 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax:	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	\$265,500.00
ESTIMATED TOTAL W/ TAX	\$265,500.00

Discount Summary

Average Savings Per Year	\$26,700.00
TOTAL SAVINGS	\$53,400.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$132,750.00	\$0.00	\$132,750.00
Sep 2026	\$132,750.00	\$0.00	\$132,750.00
Total	\$265,500.00	\$0.00	\$265,500.00

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$255.12
\$255.12
\$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		\$10.63	\$11,062.50	\$265,500.00	\$0.00	\$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$265,500.00	\$0.00	\$265,500.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	10/01/2026	09/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2484 Bruce St	Lithonia	GA	30058-7380	USA

Payment Details

Sep 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	\$0.00	\$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$132,750.00
Total				\$132,750.00	\$132,750.00

Sep 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	\$0.00	\$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$132,750.00
Total				\$132,750.00	\$132,750.00

Exhibit H
Axon Enterprises Agreement
October 1, 2025

ARC Contract
102525

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of the **1st day of October 2025** (the “Effective Date”) by and between AXON ENTERPRISE, INC. of Scottsdale, Arizona (hereinafter referred to as the “Consultant” or “Axon”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC” or “Customer”). ARC and Axon are each a “Party” and collectively, the “Parties”.

WITNESSETH THAT:

WHEREAS, ARC desires to engage Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the “Project”) which is to be wholly or partially financed by a grant from the United States Department of Homeland Security (“DHS”) through the Georgia Emergency Management Agency and Homeland Security Agency (“GEMA/HS”), (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the “Concerned Funding Agencies”); and

WHEREAS, Consultant desires to render such services in connection with the Project.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of Consultant. ARC hereby agrees to engage Consultant and Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, the work and services described in Attachment A, Scope of Services, which includes all respective Quotes (as defined hereunder in Attachment C), attached hereto and made a part hereof. Additional services outside of this Agreement will be considered out of scope. Scope changes shall be considered Amendments to this Agreement and will be pursued in accordance with Paragraph 8 hereunder.
3. Term. The services of Consultant are to commence upon the Effective Date. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or by **September 30, 2027**.
4. Compensation. Consultant shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation and Method of Payment, as attached hereto and made part hereof. Compensation for work and services in the performance of this Agreement shall not exceed **\$796,500.00**. Payment obligations are non-cancellable, except as otherwise outlined herein.
5. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Consultant shall be subcontracted without the prior written approval of ARC’s Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC’s Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC’s Executive Director or her authorized agent, Consultant shall provide ARC with such documentation as ARC’s Executive Director or her authorized agent shall require, regarding the method Consultant used in selecting its subcontractor. Consultant acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Consultant agrees to abide by such regulations in its selection procedure. Subcontracts presented in the proposal for services are considered to be approved.
6. Prompt Payment and Retainage. Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Consultant receives from

ARC Contract
102525

ARC. Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC.

If Consultant is found not to be in compliance with this Paragraph 6, Consultant will be considered in breach of contract, and any further payments will be withheld until corrective action is taken. If Consultant does not take corrective action, Consultant may be subject to contract termination.

7. Assignability. Consultant shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC, which shall not be withheld unreasonably.
8. Amendments. Changes to this Agreement may be required. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of Consultant's compensation or any changes to the Agreement Term, shall be mutually agreed upon and incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and, if necessary, ARC's Chair.
9. Insurance. Consultant shall have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall, at least, include workers' compensation, public officials' liability and property damage coverages.
10. Indemnification. Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including reasonable attorneys' fees, or expenses which ARC may incur, suffer, or be required to pay by reason of any error or omission, malfeasance, or through the negligent or willful conduct of Consultant, its employees, or any subcontractor of Consultant. The indemnification obligations of this Paragraph 10 shall survive the termination of this Agreement.
11. Limitation of Liability. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement shall not exceed the purchase price paid to Axon for the Axon Device, or if for Services, as defined in the MSPA Appendix hereunder, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused.
12. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Consultant (executor) and ARC's Executive Director. However, Consultant's executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations.

13. Reports. Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
14. Financial Reports. In addition to other records required by this Agreement, Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

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15. Review and Coordination. To ensure adequate assessment of Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Consultant under this Agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in Consultant's office or where data is normally accumulated. Approval and acceptance of such material shall not relieve Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Consultant shall include the provisions of this Paragraph 17 in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of ARC.
20. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Consultant. Consultant covenants that neither Consultant, nor anyone controlled by Consultant, controlling Consultant, or under common control with Consultant, nor its agents, employees or contractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Consultant's service hereunder in an impartial and unbiased manner. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant as an agent, contractor or otherwise. If Consultant contemplates taking some action which may constitute a violation of this Paragraph 21, Consultant shall request in writing the advice of ARC, and if ARC notifies Consultant in writing that Consultant's contemplated action will not constitute a violation hereof, then Consultant shall be authorized to take such action without being in violation of this Paragraph 21.

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22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. Consultant shall be bound by the applicable terms and conditions of the grant contract between ARC and the Concerned Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Allowable Costs. In the case of a cost reimbursable contract, Consultant certifies that costs claimed for reimbursement under this Agreement shall not include costs incurred prior to the effective date or subsequent to the end date of this Agreement. The amount reimbursed under this Agreement shall be limited to the necessary and reasonable costs of employment, training and other services provided according to the terms and conditions of this Agreement and the attachments hereto. In no event shall the allowable costs for any single line item of the contract budget attached hereto exceed the amounts shown for that line item therein, except as allowed under Attachment B. Reimbursement shall not be made to pay cost incurred for travel outside the state of Georgia unless approved in writing by ARC in advance for said travel; provided, further, that if travel inside or outside Georgia is approved, and said travel is to be by air, first class accommodations shall not be allowed. Mileage reimbursement is allowable and shall not exceed the IRS Standard Mileage Rate for Business.
26. Disallowed Costs. If costs incurred by Consultant are not in conformity with the requirements of this Agreement and are subsequently disallowed as a result of a financial and compliance audit performed either pursuant to Audits herein below, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to ARC from non-federal sources. ARC further reserves the right to withhold funds to recoup such improper or unauthorized disbursements. No finding of disallowed costs shall be made except after notice and opportunity for a fair hearing as provided in the Disputes and Appeals clause herein below. Funds shall not be allowable under this Agreement for costs of entertainment. Contributions made on behalf of any participant to retirement systems or plans are not allowable under this Agreement. Further, funds shall not be allowable under this Agreement for payment of premiums for insurance policies which provide protection from debts against ARC, the state of Georgia or the United States government.
27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Consultant within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
28. End Users. ARC is purchasing the products and services under this Agreement on behalf of local jurisdictions and their respective authorized users in Metro Atlanta (the "End User(s)"). ARC shall provide the terms and conditions of this Agreement, including its attachments, exhibits and appendices, to the aforementioned local jurisdictions as an addendum to the agreement between ARC and each respective jurisdiction. Additionally, ARC shall seek and accept

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acknowledgement of the terms and conditions of this Agreement, including its attachments, exhibits and appendices, from said local jurisdictions, by the respective jurisdiction's signature on the agreement between ARC and the jurisdiction. Notwithstanding the foregoing, ARC is not responsible for the respective jurisdiction's use of the services provided hereunder. ARC acknowledges and agrees it has no right to any of the data used or created by the local jurisdictions.

29. Assurances. Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. The provisions of 2 CFR 200.501 require a nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Consultant gives assurance and certifies with respect to this Agreement that:

a. For all agreements:

- i. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- ii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Consultant shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Consultant shall cause foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 29.

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- iii. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- iv. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- v. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vi. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- vii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's ("EPA") list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA.
- viii. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- ix. Consultant agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.
- x. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Consultant further agrees to include the provisions contained in the forgoing Paragraph 29 in each subcontract for services hereunder.

Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

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- ii. It will require the facility to be designed to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped,” Number A117 1-1961, as modified (41 CFR 101 - 17.703). Consultant will be responsible for conducting inspections to ensure compliance by Consultant with these specifications.
- c. For agreements exceeding \$ 100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
- d. Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Termination for Mutual Convenience. ARC or Consultant may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Consultant for the ARC share of the non- cancelable obligations, properly incurred by Consultant prior to termination.

32. Termination for Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated by ARC as provided in this Paragraph 32, Consultant will be reimbursed for the otherwise allowable actual expenses incurred by Consultant up to and including the effective date of such termination, as authorized in Attachment B. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

33. Termination of the Agreement for Cause. If Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, ARC shall thereupon have the right to terminate this Agreement. Prior to termination, ARC shall provide written notice to Consultant specifying the nature of the breach. Consultant shall have thirty (30) days from receipt of said notice to cure the breach to the satisfaction of ARC. If Consultant fails to cure the breach within the thirty (30) day cure period, ARC may terminate this

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Agreement immediately by giving written notice to Consultant of such termination. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the scope of services up to and including the effective date of termination. Notwithstanding the foregoing, to the extent provided by law, Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Consultant and ARC may withhold any payments to Consultant for the purpose of set-off for damages caused by Consultant's breach, until such time as the exact amount of damages to ARC from Consultant is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available or the funding is not otherwise appropriated by the federal government, then, upon written notice to Consultant, this Agreement may be immediately terminated without further obligation of ARC.
35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Consultant prior to the date of suspension to the extent that they are noncancelable.
36. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. If termination is pursuant to Paragraph 34 (Termination Due to Non-Availability of Funds), Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
37. Disputes and Appeals. Any dispute concerning a question of fact arising either from a Consultant or subgrant selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the ARC Chief Operating Officer who, after advisory consultation with all appropriate ARC officials, shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or Consultant or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the General Counsel.

If the disputing party objects to the decision of the ARC Chief Operating Officer, the disputing party shall, within ten (10) calendar days of receipt of such written decision, mail or otherwise furnish a written appeal concerning the question of fact to the ARC Executive Director who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the ARC Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the ARC Executive Director shall make a decision concerning the question of fact in writing to the appealing party and the ARC Chief Operating Officer. A copy of the decision shall be furnished to the General Counsel.

The decision of the ARC Executive Director concerning the disputed question of fact shall be final unless the decision is appealed to a court of competent jurisdiction located exclusively in the state or federal courts of Atlanta, Georgia.

Pending final decision of an appeal to the ARC Executive Director under a Consultant or subgrant contract already

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executed, Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

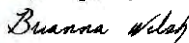
Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decisions relate to question of law.

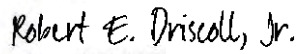
38. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.
39. Headings. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraph.
40. Waiver. The failure of either Party to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
41. Authority. The individuals executing this Agreement on behalf of the Consultant and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
42. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
43. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
44. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of the State of Georgia. Each Party will comply with all applicable federal, state, and local laws, including import and export control laws and regulations.
45. Independent Contractors. Nothing contained in this Agreement shall be construed to constitute Consultant or any of its employees, officers, directors, agents, or subcontractors as a partner, employee, or agent of ARC, nor shall either Party to this Agreement have any authority to bind the other Party in any respect. This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the Parties. Each Party shall remain an independent contractor.
46. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, agreements and understandings, whether written or oral. The entirety of the Agreement includes all attachments and appendices, attached hereto and incorporated herein.

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IN WITNESS WHEREOF, Consultant and ARC have executed this Agreement as of the day first above written.

AXON ENTERPRISE, INC.

ATTEST:

084152F07208478...

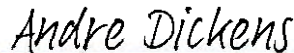
Signed by:
By: 
55DAEBB131A4424...
Title: Deputy General Counsel

ATTEST:

Charissa White-Fulks (Mar 17, 2026 12:56:52 EDT)
Assistant Secretary

ATLANTA REGIONAL COMMISSION


Anna Roach (Mar 11, 2026 17:15:31 EDT)
Executive Director


Andre Dickens (Mar 17, 2026 12:51:33 EDT)
Chair

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ATTACHMENT A

Scope of Services

Quotes

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ATTACHMENT A
SCOPE OF SERVICES

I. General: The work to be accomplished by the Contractor is in support of the following ARC Cost Center:

<u>Cost Center No.</u>	<u>Cost Center Title</u>
310A03	Soft Targets and Crowded Places
410A04	Combating Domestic Violent Extremism

II. Purpose: Axon Enterprise will provide law enforcement with a video and data collection platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the UASI region.

III. Study Area: Within the UASI footprint comprised of the Counties of Clayton, DeKalb, and Gwinnett.

IV. Work and Services: The Contractor shall personally do, perform and carry out, in a satisfactory and proper manner, as determined by ARC, the following work and services:

See the description of services listed in quotes Q-642890-46058AR (Clayton County), Q-731720-46057AR (Gwinnett County), and Q-731711-46057AR (DeKalb County).

V. Deliverables: Axon Fusus Enterprise AI Streams and Extended Warranty package will provide critical information and resource sharing capabilities between the various agencies throughout the region and allow them to maintain seamless communication capabilities through 9/30/2027.

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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-642890-46058AR

Issued: 02/05/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 114235

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Clayton County Police Dept. - GA 7911 N McDonough St Jonesboro, GA 30236-2436 USA	Clayton County Police Dept. - GA 7911 N McDonough St Jonesboro GA 30236-2436 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax	Michael Green Phone: (770) 477-3747 Email: michael.green@claytoncounty-ga.gov Fax

Quote Summary

Program Length	24 Months
TOTAL COST	\$265,500.00
ESTIMATED TOTAL W/ TAX	\$265,500.00

Discount Summary

Average Savings Per Year	\$26,700.00
TOTAL SAVINGS	\$53,400.00

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Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$132,750.00	\$0.00	\$132,750.00
Sep 2026	\$132,750.00	\$0.00	\$132,750.00
Total	\$265,500.00	\$0.00	\$265,500.00

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Quote Unbundled Price:	\$255.12
Quote List Price:	\$255.12
Quote Subtotal:	\$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		\$10.63	\$11,062.50	\$265,500.00	\$0.00	\$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$265,500.00	\$0.00	\$265,500.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	10/01/2025	09/30/2027

102525

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7911 N McDonough St	Jonesboro	GA	30236-2436	USA

Payment Details

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Invoice Upon Fulfillment	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	\$0.00	\$0.00	\$0.00
Total				\$132,750.00	\$0.00	\$132,750.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Total				\$132,750.00	\$0.00	\$132,750.00

102525



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-731720-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 114137

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Gwinnett County Police Dept. - GA 854 Winder Hwy Lawrenceville, GA 30045-5016 USA	Gwinnett County Police Dept. - GA 770 Hi Hope Rd Lawrenceville GA 30043-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	\$265,500.00
ESTIMATED TOTAL W/ TAX	\$265,500.00

Discount Summary

Average Savings Per Year	\$26,700.00
TOTAL SAVINGS	\$53,400.00

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Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$132,750.00	\$0.00	\$132,750.00
Sep 2026	\$132,750.00	\$0.00	\$132,750.00
Total	\$265,500.00	\$0.00	\$265,500.00

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Quote Unbundled Price:	\$255.12
Quote List Price:	\$255.12
Quote Subtotal:	\$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		\$10.63	\$11,062.50	\$265,500.00	\$0.00	\$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$265,500.00	\$0.00	\$265,500.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	10/01/2026	09/30/2027

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	854 Winder Hwy	Lawrenceville	GA	30045-5016	USA

Payment Details

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	\$0.00	\$0.00	\$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Total				\$132,750.00	\$0.00	\$132,750.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	\$0.00	\$0.00	\$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Total				\$132,750.00	\$0.00	\$132,750.00

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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-731711-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 109485

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Dekalb County Police Dept. - GA 2484 Bruce St Lithonia, GA 30058-7380 USA	Dekalb County Police Dept. - GA 1300 Commerce Dr Decatur GA 30030-3222 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	\$265,500.00
ESTIMATED TOTAL W/ TAX	\$265,500.00

Discount Summary

Average Savings Per Year	\$26,700.00
TOTAL SAVINGS	\$53,400.00

102525

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$132,750.00	\$0.00	\$132,750.00
Sep 2026	\$132,750.00	\$0.00	\$132,750.00
Total	\$265,500.00	\$0.00	\$265,500.00

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Quote Unbundled Price:	\$255.12
Quote List Price:	\$255.12
Quote Subtotal:	\$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		\$10.63	\$11,062.50	\$265,500.00	\$0.00	\$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$265,500.00	\$0.00	\$265,500.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	10/01/2026	09/30/2027

102525

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2484 Bruce St	Lithonia	GA	30058-7380	USA

Payment Details

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	\$0.00	\$0.00	\$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Total				\$132,750.00	\$0.00	\$132,750.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	\$0.00	\$0.00	\$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	\$132,750.00	\$0.00	\$132,750.00
Total				\$132,750.00	\$0.00	\$132,750.00

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ATTACHMENT B
Compensation and Method of Payment
Contract Budget

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ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT

- I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Consultant under this contract exceed the sum of \$796,500.00. A breakdown of this budget is provided in “Exhibit B-1, Contract Budget,” attached to and made part of this contract for financial reporting, monitoring, and audit purposes.
- II. Method of Payment: The following method of payment will be used for this project:
 - A. Progress Payments: The Consultant shall be entitled to receive progress payments on the following basis. As stated below, during the existence of this contract, the Consultant shall submit to ARC an invoice for payment documenting work performed during the invoice period. Invoices properly submitted shall be paid by ARC within forty-five (45) days of the invoice date.
 - i. \$398,250 Grant Year 2023 Before 3/15/2026 for services between 10/1/2025 to 9/30/2027
 - ii. \$398,250 Grant Year 2024 Before 1/15/2027 for services between 10/1/2026 to 9/30/2027

Invoices shall be submitted to UASIfinance@atlantauasi.com
- III. Invoices: ARC shall make payments to the Consultant in accordance with the invoice schedule under Attachment A, Scope of Services, per respective jurisdiction. Invoices shall include a description of work completed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address.

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EXHIBIT B-1
CONTRACT BUDGET

Contractor Name and Address: Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 855255

Contract Period: October 1, 2025 to September 30, 2027

Task/Expense Type	Amount	Cost Center
Task 1: <i>Axon Fusus – Enterprise – AI Streams</i>	\$ 398,250.00	310A03
Task 2: <i>Axon Fusus – Enterprise – AI Streams</i>	\$ 398,250.00	410A04
Total:	\$ 796,500.00	

*Note: The estimates listed above are preliminary and actual costs by Task may vary so long as the total contract value does not increase.

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ATTACHMENT C

Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

AI Technology Appendix

Axon Customer Experience Improvement Program Appendix

Axon Respond Appendix



Master Services and Purchasing Agreement

1. Definitions.

- 1.1. **"Axon Cloud Services"** means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. **"Axon Device"** means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. **"Quote"** means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. **"Services"** means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. RESERVED.

3. Payment. RESERVED.

4. Taxes. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty.

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

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Master Services and Purchasing Agreement

- 7.4. **Spare Axon Devices.** RESERVED.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
 - 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** RESERVED.
8. **Free Trial.** RESERVED.
9. **Statement of Work.** RESERVED.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** RESERVED.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
16. **Customer Responsibilities.** Customer or Customer-authorized End User, as applicable, is responsible for (a) Customer's use of Axon Devices; (b) Customer breach of this Agreement or violation of applicable law; (c)

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Master Services and Purchasing Agreement

disputes between Customer or Customer-authorized End User and a third-party over Customer's or Customer-authorized End User's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's or Customer-authorized End User's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1. **For Breach.** RESERVED.

17.2. **By Customer.** RESERVED.

17.3. **Effect of Termination.** RESERVED.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent possible and allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

19.1. **Force Majeure.** RESERVED.

19.2. **Independent Contractors.** RESERVED.

19.3. **Third-Party Beneficiaries.** RESERVED.

19.4. **Non-Discrimination.** RESERVED.

19.5. **Compliance with Laws.** RESERVED.

19.6. **Assignment.** RESERVED.

19.7. **Waiver.** RESERVED.

19.8. **Severability.** RESERVED.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law.** RESERVED.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** RESERVED.

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. RESERVED.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

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5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services or will immediately let Axon know so Axon can terminate that End User's access.
 - 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
 - 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer'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>. Customer agrees to allow Axon access to Non-Content Data from Customer 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.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

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10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 - 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 - 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
 - 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
 - 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
 - 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
 - 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
 - 13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:
 - 14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

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- 14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer

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software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription,

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transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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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.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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