

## FIRST AMENDMENT TO AXON EVIDENCE JUSTICE SERVICES AGREEMENT

**THIS FIRST AMENDMENT TO AXON EVIDENCE JUSTICE SERVICES AGREEMENT** (“Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “Agency”), and **AXON ENTERPRISE, INC.**, a Delaware corporation, authorized to do business in Colorado (the “Axon”). The Agency and Axon are sometimes collectively referred to herein as the “Parties”.

### RECITALS

**WHEREAS**, the Parties entered into a certain Axon Evidence Justice Services Agreement (“Agreement”) dated September 17, 2024, for continued licensing and support of Justice Premier and Axon Interview in connection with such undertakings of the Agency; and

**WHEREAS**, the Parties originally agreed to a Maximum Agreement Expenditure of one hundred seventy-six thousand seven hundred ninety-eight dollars and fifty-six cents (\$176,798.56); and

**WHEREAS**, the Parties originally agreed to a Term of October 1, 2024, through September 31, 2025, with an additional nine, one-year terms; and

**WHEREAS**, the Parties now desire to clarify that there are additional funds appropriated for this Agreement for the second fiscal year of October 1, 2025, through September 30, 2026; and

**WHEREAS**, the Agency has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Agreement.

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Section 5 of the Agreement is hereby amended to read:

**Maximum Agreement Expenditure:** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Agreement is **three hundred four thousand six hundred eighteen dollars and forty-nine cents (\$304,618.49)**. The funds appropriated for this First Amendment is **one hundred twenty-seven thousand eight hundred nineteen dollars and ninety-three cents (\$127,819.93)** for the second fiscal year of the Agreement. In no event shall the Agency be liable for payment under the Agreement for any amount in excess thereof, except as otherwise provided in Exhibit B of the Agreement. The Agency is not under obligation to make any future apportionment or allocation to the Agreement, nor is anything set forth a limitation of liability for Axon. Any potential expenditure for this Agreement outside of the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure, nothing herein creates an obligation to appropriate funds. The total amount of funds to expected to be appropriated over the life

of this Agreement is one million five hundred twenty-nine thousand, four hundred ninety dollars and seventy cents (\$1,529,490.70).

2. **Other Terms and Conditions Remain:** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
3. **Capitalized Terms:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
4. The remainder of the Agreement shall remain in full force and effect.

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