



## Third Amendment to the Master Services and Purchasing Agreement

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

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the City of Pembroke Pines Police Department (FL), dated December 15, 2021, and the Addendum to the Master Services and Purchasing Agreement, dated December 15, 2021 (together the “**Agreement**”), as amended by the First Amendment on August 25, 2025, and by the Second Amendment on March 23, 2026.

The Parties wish to renew the term of the Agreement, as amended, and incorporate further changes in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The following language is added in as Section 22 to the Cloud Services Appendix:
  - a. **FUSUS**. If Customer purchases a subscription to FUSUS, the following terms apply:
    - i. **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.
    - ii. **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.
    - iii. **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.
    - iv. **Hardware Allowance**. If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.
2. Axon Enterprise, Inc. hereby reaffirms its certification of compliance with the statutory obligations set forth under Sections 10 and 11, 21, 22, 23, 24, and 25 of the Addendum to the Agreement:
  - a. **Scrutinized Companies**. Axon, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida



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Statutes, as may be amended from time to time, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- i. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
    2. Is engaged in business operations in Syria.
- b. **Employment Eligibility.** Axon certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- i. **Definitions for this Section.**
    1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
    2. "Contractor" includes, but is not limited to, a vendor or consultant.
    3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
    4. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  - ii. **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
    1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
    2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
    3. The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-



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Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

- c. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Third Amendment, Axon represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
- d. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, Axon represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
- e. **Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., non-governmental agencies contracting with Agency are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, Axon represents and warrants that it does not use coercion for labor or services as provided by state law.
- f. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform



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work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Third Amendment, Axon certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the Agency consistent with Section 287.137, Florida Statutes, as amended.

- g. **Compliance with Foreign Entity Laws.** Axon ("Entity") hereby attests under penalty of perjury the following:
  - i. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
  - ii. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
  - iii. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
  - iv. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
  - v. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
  - vi. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
3. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.
4. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.
5. The attached documents are hereby incorporated into the Agreement as set forth below:
  - a. Q-836899-46140BR
6. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**[Signatures to follow on the next page]**



**Third Amendment to the Master  
Services and Purchasing Agreement**

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

**Axon Enterprise, Inc.**

**City of Pembroke Pines Police Department (FL)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Third Amendment to the Master Services and Purchasing Agreement**

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**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: \_\_\_\_\_

ENTITY: **Axon Enterprise, Inc.**

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



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-836899-46140BR

Issued: 04/28/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 110457

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Pembroke Pines Police Dept. - FL 18400 Johnson St Pembroke Pines, FL 33029-3699 USA	Pembroke Pines Police Dept. - FL 601 City Center Way Ste 303 Pembroke Pines FL 33025-4459 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Christine Jackson Phone: 9547431757 Email: cjackson@ppines.com Fax:

### Quote Summary

Program Length	66 Months
<b>TOTAL COST</b>	\$156,402.22
<b>ESTIMATED TOTAL W/ TAX</b>	\$156,402.22

### Discount Summary

Average Savings Per Year	\$5,755.23
<b>TOTAL SAVINGS</b>	\$31,653.78

### Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$26,067.02	\$0.00	\$26,067.02
Jun 2027	\$26,067.04	\$0.00	\$26,067.04
Jun 2028	\$26,067.04	\$0.00	\$26,067.04
Jun 2029	\$26,067.04	\$0.00	\$26,067.04
Jun 2030	\$26,067.04	\$0.00	\$26,067.04
Jun 2031	\$26,067.04	\$0.00	\$26,067.04
<b>Total</b>	<b>\$156,402.22</b>	<b>\$0.00</b>	<b>\$156,402.22</b>

Quote Unbundled Price: \$188,052.20  
 Quote List Price: \$177,729.80  
 Quote Subtotal: \$156,402.22

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
B00097	FIXED CCTV WITH AI PLAN	10	66	\$44.53	\$38.69	\$38.69	\$25,535.40	\$0.00	\$25,535.40
B00096	FIXED CCTV STREAM PLAN	140	66	\$11.76	\$11.06	\$11.06	\$102,194.40	\$0.00	\$102,194.40
<b>A la Carte Services</b>									
102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1			\$50,000.00	\$28,672.42	\$28,672.42	\$0.00	\$28,672.42
<b>Total</b>							<b>\$156,402.22</b>	<b>\$0.00</b>	<b>\$156,402.22</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
FIXED CCTV STREAM PLAN	102658	AXON FUSUS - HARDWARE ALLOWANCE - CCTV STREAMS	140	1	06/01/2026
FIXED CCTV WITH AI PLAN	102657	AXON FUSUS - HARDWARE ALLOWANCE - CCTV AI STREAMS	10	1	06/01/2026

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FIXED CCTV STREAM PLAN	102641	AXON FUSUS - CCTV STREAMS	140	07/01/2026	12/31/2031
FIXED CCTV WITH AI PLAN	102642	AXON FUSUS - CCTV AI STREAMS	10	07/01/2026	12/31/2031

**Services**

Bundle	Item	Description	QTY
A la Carte	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	18400 Johnson St	Pembroke Pines	FL	33029-3699	USA

## Payment Details

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 1	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.38	\$0.00	\$17,032.38
Year 1	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.02</b>	<b>\$0.00</b>	<b>\$26,067.02</b>

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00096	FIXED CCTV STREAM PLAN	140	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	B00097	FIXED CCTV WITH AI PLAN	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 2	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.40	\$0.00	\$17,032.40
Year 2	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.04</b>	<b>\$0.00</b>	<b>\$26,067.04</b>

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 3	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.40	\$0.00	\$17,032.40
Year 3	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.04</b>	<b>\$0.00</b>	<b>\$26,067.04</b>

Jun 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 4	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.40	\$0.00	\$17,032.40
Year 4	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.04</b>	<b>\$0.00</b>	<b>\$26,067.04</b>

Jun 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 5	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.40	\$0.00	\$17,032.40
Year 5	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.04</b>	<b>\$0.00</b>	<b>\$26,067.04</b>

**Jun 2031**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 6	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1	\$4,778.74	\$0.00	\$4,778.74
Year 6	B00096	FIXED CCTV STREAM PLAN	140	\$17,032.40	\$0.00	\$17,032.40
Year 6	B00097	FIXED CCTV WITH AI PLAN	10	\$4,255.90	\$0.00	\$4,255.90
<b>Total</b>				<b>\$26,067.04</b>	<b>\$0.00</b>	<b>\$26,067.04</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

### Rewrite Estimates

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

### Refresh Shipment Timing

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

### Shipment Timing

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

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Signature

Date Signed

4/28/2026

