



## Fifth Amendment to the Master Services and Purchasing Agreement

This Fifth Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the City of Laredo, Texas (“**Agency**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”.

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the City of Laredo, Texas, dated October 9, 2024 (the “**Agreement**”), as Amended via Amendment 1 in November 2024, Amendment 2 in December 2024, Amendment 3 on February 6, 2025, and Amendment 4 on April 17, 2025.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
  - a. Q-687380-45778MA (Exhibit A)
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**Axon Enterprise, Inc.**

**City of Laredo, Texas**

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

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

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

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

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

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

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

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



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

## EXHIBIT A

Q-687380-45778MA

Issued: 05/01/2025

Quote Expiration: 05/21/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 106281

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Laredo Police Dept. - TX 4712 Maher Ave Laredo, TX 78041-3856 USA	Laredo Police Dept. - TX PO Box 210 Laredo TX 78042-0210 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Miguel Rodriguez Phone: 956-795-3112 Email: mrodrigue1@ci.laredo.tx.us Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$666,644.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$666,644.00</b>

### Discount Summary

Average Savings Per Year	\$2,020.49
<b>TOTAL SAVINGS</b>	<b>\$10,102.43</b>

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$133,328.80	\$0.00	\$133,328.80
Oct 2026	\$133,328.80	\$0.00	\$133,328.80
Oct 2027	\$133,328.80	\$0.00	\$133,328.80
Oct 2028	\$133,328.80	\$0.00	\$133,328.80
Oct 2029	\$133,328.80	\$0.00	\$133,328.80
Total	\$666,644.00	\$0.00	\$666,644.00

Quote Unbundled Price:	\$676,746.43
Quote List Price:	\$676,746.43
Quote Subtotal:	\$666,644.00

## Pricing

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

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Hardware</b>									
70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	13			\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
70112	AXON SIGNAL - VEHICLE	13			\$279.00	\$0.00	\$0.00	\$0.00	\$0.00
100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218			\$90.00	\$90.00	\$19,620.00	\$0.00	\$19,620.00
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218			\$349.00	\$349.00	\$76,082.00	\$0.00	\$76,082.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218			\$1,899.00	\$1,899.00	\$413,982.00	\$0.00	\$413,982.00
H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	60		\$407.94	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	60		\$705.00	\$705.00	\$153,690.00	\$0.00	\$153,690.00
<b>A la Carte Services</b>									
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218			\$15.00	\$15.00	\$3,270.00	\$0.00	\$3,270.00
<b>A la Carte Warranties</b>									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	49		\$1.33	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$666,644.00</b>	<b>\$0.00</b>	<b>\$666,644.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	1	05/15/2025
A la Carte	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	1	05/15/2025
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	1	05/15/2025
BUNDLE - AB4 POV HELMET BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	13	1	06/01/2025
BUNDLE - AB4 POV HELMET BUNDLE	100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	15	1	06/01/2025
BUNDLE - AB4 POV HELMET BUNDLE	101305	AXON BODY 4 - CABLE - POV WEARABLE 9 IN	13	1	06/01/2025
BUNDLE - AB4 POV HELMET BUNDLE	101428	AXON BODY 4 - CABLE CLIP - POV - 5PK	3	1	06/01/2025
A la Carte	70112	AXON SIGNAL - VEHICLE	13	1	06/01/2025
A la Carte	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	13	1	06/01/2025

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED	218	07/01/2025	06/30/2030

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		UPGRADE - 5YR			

## Services

Bundle	Item	Description	QTY
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	06/01/2026	06/30/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4712 Maher Ave	Laredo	TX	78041-3856	USA

## Payment Details

### Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	70112	AXON SIGNAL - VEHICLE	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218	\$654.00	\$0.00	\$654.00
Year 1	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	\$3,924.00	\$0.00	\$3,924.00
Year 1	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	\$30,738.00	\$0.00	\$30,738.00
Year 1	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	\$15,216.40	\$0.00	\$15,216.40
Year 1	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	\$82,796.40	\$0.00	\$82,796.40
<b>Total</b>				<b>\$133,328.80</b>	<b>\$0.00</b>	<b>\$133,328.80</b>

### Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218	\$654.00	\$0.00	\$654.00
Year 2	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	\$3,924.00	\$0.00	\$3,924.00
Year 2	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	\$30,738.00	\$0.00	\$30,738.00
Year 2	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	\$15,216.40	\$0.00	\$15,216.40
Year 2	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	\$82,796.40	\$0.00	\$82,796.40
<b>Total</b>				<b>\$133,328.80</b>	<b>\$0.00</b>	<b>\$133,328.80</b>

### Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218	\$654.00	\$0.00	\$654.00
Year 3	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	\$3,924.00	\$0.00	\$3,924.00
Year 3	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	\$30,738.00	\$0.00	\$30,738.00
Year 3	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	\$15,216.40	\$0.00	\$15,216.40
Year 3	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	\$82,796.40	\$0.00	\$82,796.40
<b>Total</b>				<b>\$133,328.80</b>	<b>\$0.00</b>	<b>\$133,328.80</b>

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218	\$654.00	\$0.00	\$654.00
Year 4	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	\$3,924.00	\$0.00	\$3,924.00
Year 4	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	\$30,738.00	\$0.00	\$30,738.00
Year 4	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	\$15,216.40	\$0.00	\$15,216.40
Year 4	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	\$82,796.40	\$0.00	\$82,796.40
<b>Total</b>				<b>\$133,328.80</b>	<b>\$0.00</b>	<b>\$133,328.80</b>

Jun 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	H00015	BUNDLE - AB4 POV HELMET BUNDLE	13	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	218	\$654.00	\$0.00	\$654.00
Year 5	100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	218	\$3,924.00	\$0.00	\$3,924.00
Year 5	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	218	\$30,738.00	\$0.00	\$30,738.00
Year 5	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	218	\$15,216.40	\$0.00	\$15,216.40
Year 5	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	218	\$82,796.40	\$0.00	\$82,796.40
<b>Total</b>				<b>\$133,328.80</b>	<b>\$0.00</b>	<b>\$133,328.80</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.**

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## 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 the Master Services and Purchasing Agreement between the Parties, dated October 9, 2024, as well as any applicable Statement of Work (SOW), 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.

#### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

#### 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.

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Signature

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Date Signed

5/1/2025

