

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AXON ENTERPRISE, INC.**, an Arizona foreign corporation, located at 17800 N. 85th St Scottsdale, Arizona (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement on July 28, 2015 and an Amendatory Agreement dated December 9, 2020 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update paragraph 23 – Examination of Records, update paragraph 39 -No Discrimination in Employment, and insert paragraph 55 – Compliance With Denver Wage Laws.

NOW THEREFORE, in consideration of the promises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 20 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 20.4.1 entitled “Maximum Contract Liability” is hereby deleted in its entirety and replaced with:

“**20.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-TWO MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS AND TEN CENTS (\$22,547,650.10)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibits A, B, and C**. Any services performed beyond those in Exhibits A, B, and C are performed at Contractor’s risk and without authorization under the Agreement.”

2. Section 23 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“**23. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access

and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276."

3. Section 39 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

"39. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

4. Section 55 entitled "**COMPLIANCE WITH DENVER WAGE LAWS**" is hereby inserted into the Agreement and states:

"55. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil

Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number:
Contractor Name:

POLIC-202582081-02 / POLIC-201522654-02
AXON ENTERPRISE INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

POLIC-202582081-02 / POLIC-201522654-02
AXON ENTERPRISE INC

Signed by:
Robert Driscoll
55DAEBB131A4424...

By: _____

Robert Driscoll

Name: _____
(please print)

Title: VP, Deputy General Counsel

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)