

**STATE OF NORTH CAROLINA
AGREEMENT
COUNTY OF WAKE**

SERVICES

THIS AGREEMENT is made and entered into as of the 1st day of November 2025, by and between the Wake County Sheriff's Office ("Sheriff") and Axon Enterprise, Inc., ("Axon"), hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Sheriff has requested Axon to provide Conducted Energy Weapons, together with related equipment, software, and accessories, and

WHEREAS, Axon agrees to provide such goods and services in accordance with the terms and conditions of this Agreement, and

WHEREAS, the Parties acknowledge and agree to Axon's desire to incorporate by reference the Sourcewell CEW Contract #092722-AXN to the extent that the terms and conditions therein are not inconsistent with this agreement.

SERVICES TO BE PROVIDED

Axon shall perform for the Sheriff the services ("Services") as described in Quote Summary Q-618750-45908GG, issued on September 8, 2025, attached hereto and incorporated as Exhibit A.

TIME OF PERFORMANCE

In performing the services described in this Agreement, it is mutually agreed that time is of the essence. The Agreement shall have a term of 60 months, beginning on November 1, 2025 through and including October 31, 2030.

PAYMENT

For Services to be performed hereunder, the total compensation to Axon shall not exceed One million three hundred fifty-four thousand dollars and zero cents (\$1,354,000.00) for the duration of this agreement and three hundred fifteen thousand three hundred eighty-two dollars and seventy-three cents (\$315,382.73) for first twelve months. Payment will be made in accordance with the Payment Summary in Exhibit A.

RELATIONSHIP OF PARTIES

Axon shall be considered to be an independent contractor of the Sheriff and represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Sheriff. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that Axon will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Axon nor any employee, or contractor of Axon shall be deemed an officer, employee or agent of the Sheriff. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture.

WORKMANSHIP AND QUALITY OF SERVICES

All work performed under this Agreement shall be performed in a workmanlike and professional manner to the reasonable satisfaction of the Sheriff and shall conform to all prevailing industry and professional standards.

NOTICES

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Wake County Sheriff's Office

Attn: Scott Earp (Notices & Communications)

Telephone: (919) 291-4519

P.O. Box 550

Raleigh, NC 27602

Durwood.earp@wake.gov

Axon Enterprise, Inc.

Attn: Travis Matthews

Telephone: (901)-859-8087

17800 N. 85th St.

Scottsdale, AZ 85255

Tmathews@axon.com

Attn: Demetrice Moore (Requests for Payment)

Telephone: (919) 856-6936

P.O. Box 550

Raleigh NC 27602

Dede.moore@wake.gov

ASSIGNMENT

This Agreement may not be assigned without the express written consent of the Sheriff.

APPLICABLE LAW

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be Wake County Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

INSURANCE

Axon shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Axon must provide a certificate of insurance to the Wake County Finance as evidence of policy renewal prior to such policy expiration.

Axon's signature on this Agreement indicates that Axon agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at the Sheriff's option.

Workers' Compensation insurance with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance applicable to any professional services provided under this Contract, with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Axon in this Agreement regarding sensitive information in any form in Recipient's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to Confidential Information. Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

If any coverage is on a claims-made basis, Axon agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Sheriff indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of A-/VII" or better or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

Axon shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Axon does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Axon prior to provision of any services associated with this Agreement.

In the event that Axon uses subcontractors to perform any of the services under this Agreement, then and in that event, Axon shall contractually require such subcontractor(s) to meet all the requirements of this section.

INDEMNIFICATION

Except to the extent caused by the sole negligence or willful misconduct of the Wake County Sheriff's Office, Axon shall indemnify, defend, and hold Wake County, Wake County Sheriff's Office and its officers, agents, and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Axon in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

Axon shall indemnify, defend, and hold Wake County, Wake County Sheriff's Office and its officers, agents, and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented, or unpatented invention, articles, device, or appliance manufactured or used in the performance of this Agreement.

It is the intent of these sections to require Axon to indemnify Wake County and Wake County Sheriff's Office to the extent permitted under North Carolina law.

NO WAIVER OF SOVERIGN IMMUNITY

Sheriff and Axon agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Sheriff pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Sheriff's or Wake County's defense of sovereign government immunity from any cause of action alleged or brought against the Sheriff or Wake County for any reason if otherwise available as a matter of law.

ANTI-DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinance Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

CANCELLATION

The Sheriff may terminate this Agreement at any time by providing thirty (30) days written notice to Axon. In addition, if Axon shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the Sheriff shall have the right to terminate this Agreement by giving written notice to Axon and termination will be effective upon receipt. Axon shall cease performance immediately upon receipt of such notice.

In the event of early termination, Axon shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Sheriff. Notwithstanding the foregoing, in no event will the total amount due to Axon under this section exceed the total amount due to Axon under this Agreement. Axon shall not be relieved of liability to the Sheriff for damages sustained by the Sheriff by virtue of any breach of this Agreement, and the Sheriff may withhold any payment due to Axon for the purpose of setoff until such time as Sheriff can determine the exact amount of damages due to the Sheriff as the result of the breach.

E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, el attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provision of this Agreement, this Agreement and all materials submitted to the Sheriff by Axon are subject to the public records laws of the State of North Carolina and it is the responsibility of Axon to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Sheriff. Axon understands and agrees that the Sheriff may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

INCORPORATION OF DOCUMENTS/COMPLETE AGREEMENT

This Agreement, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, agreements, or contracts.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are fully incorporated herein by reference:

- **Exhibit A:** Quote # Q-618750-45908GG
- **Exhibit B:** Sole Source Letter

In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall control and prevail. In the event that the Wake County Sheriff's Office and its employees, officers, or agents, in using the Services or Software hereunder, encounter a "clickwrap," "clickthrough" or end user license agreement which contains terms and conditions other than those found in this Agreement, the terms of this Agreement control and any other purported agreement other than a written agreement signed by the Parties shall have no legal effect.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force to the extent feasible.

This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

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IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be duly executed in one (1) electronically signed copy, which shall be deemed to be an original, on the day and year first above written.

Wake County Sheriff's Office

Axon Enterprise, Inc.

Willie L. Rowe

Signatory

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Wake County Finance Officer

The person responsible for monitoring the contract performance requirement is Demetrice Moore .

Department Head Initials: _____