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## Addendum to Q-241301-43864

This Addendum to Q-241301-43864 (**Addendum**) is between Axon Enterprise, Inc. (**Axon**), and the Williamson County Sheriff's Office (**Agency**). This Addendum is effective as of the last signature date on this Amendment. Axon and the Agency are each a "**Party**" and collectively "**Parties**".

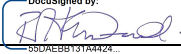
The Parties are entering into this Addendum and Q-241301-43864 (**Quote**) contemporaneously. The Parties wish to incorporate certain changes into the terms and conditions incorporated into the Quote. The Parties therefore agree the following terms and conditions are incorporated into the Quote:

1. **No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
3. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
4. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
5. **Right to Audit:** Axon agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Axon which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Axon agrees that customer shall have access during normal working hours to all necessary Axon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Axon reasonable advance notice of intended audits.
6. In the event of a conflict between this Addendum and the Quote, this Addendum will take precedence.
7. All other terms and conditions of the Quote shall remain unchanged and in full force and effect.



Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.**

Signature:  \_\_\_\_\_  
DocuSigned by:  
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Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 2/4/2020 | 1:43 PM MST

**Williamson County Sheriff's Office**

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

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

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

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