

EXHIBIT B

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
Axon Enterprises, Inc., hereinafter referred to as "CONTRACTOR or Axon"

Modification to Agreement

Section 7.02 is changed to read:

The County may cancel and terminate this Agreement for good cause, following written notice to CONTRACTOR effective thirty (30) days following such notice if CONTRACTOR fails to cure such default upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR except for such products or service performed or delivered in accordance with this Agreement prior to the effective termination date, and the County may proceed with the work in any manner, which County deems proper.

Section 7.03 the following is added after the word "immediately" and before "or"

Upon no less than thirty (30) days' notice,

Section 8 is changed to read:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fee) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the CONTRACTOR's negligent performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporations for damage, injury, or death arising out of or connected with the CONTRACTOR's negligent performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's negligent action or inaction and the negligent action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

Section 9.04, 2nd paragraph is changed to read as follows:

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit that would breach the minimum insurance requirements herein, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any,

Axon Enterprises, Inc.

Amount: \$207,280

Term: 07/01/2024 to 06/30/2034

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performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Section 16.09 Time is of the Essence is deleted in its entirety.

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