Board of Aldermen Request for Action

MEETING DATE: 11/3/2026 **DEPARTMENT:** Police Department

AGENDA ITEM: Resolution 1641 - Replacement of TASER Devices

REQUESTED BOARD ACTION
Motion to approve Resolution 1641, authorizing the Mayor to execute the Axon Enterprise, Inc. Master Services and Purchasing Agreement and final quote to replace the Police Department's existing TASER devices in an amount not to exceed $64,992.

SUMMARY
The Police Department proposes replacing 20 existing TASER devices, ranging from three to ten years old, with TASER 7 devices under a five-year lease purchase program. The financing package includes devices, holsters, batteries, a charging dock, duty and training cartridges, training equipment and services, software access, replacement duty cartridges, and extended warranties. Existing devices will be disposed of separately in accordance with City procedures.

Axon is the sole-source manufacturer and provider of the proposed TASER system, equipment, software, training, and support. Replacement will provide officers with current equipment, standardized training resources, ongoing cartridge replacement, and warranty coverage throughout the five-year term. The agreement and related documents have been reviewed by the City Attorney.

PREVIOUS ACTION
Previously, two-three of these devices have been replaced annually, to manage cost.

POLICY OBJECTIVE
Public Safety

FINANCIAL CONSIDERATIONS
The total five-year cost is $64,992, payable in five annual installments of $12,998.40. Funding for the first annual payment is included in the FY2027 Public Safety Sales Tax Fund budget. Future annual payments will be subject to appropriation through the City's annual budget process.

ATTACHMENTS

- ☐ Ordinance
- ☐ Contract
- ☒ Resolution
- ☐ Plans
- ☐ Staff Report
- ☐ Minutes
- ☒ Other: Purchase Agreement and Quote

RESOLUTION 1641

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE AXON ENTERPRISE, INC. MASTER SERVICES AND PURCHASING AGREEMENT AND FINAL QUOTE TO REPLACE THE POLICE DEPARTMENT'S EXISTING TASER DEVICES IN AN AMOUNT NOT TO EXCEED $64,992

WHEREAS, The Police Department uses TASER conduced energy devices to de-escalate use of force incidents and provide officers with greater less lethal options for the protection of life; and

WHEREAS, The purchase of new TASER devices was approved in the 2027 Fiscal Year Budget; and;

WHEREAS, The City Code Section 105.080.B authorizes staff to utilize Single-Source Vendors, and

WHEREAS, The City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements; and

WHEREAS, AXON is the sole provider of the TASER products currently utilized by the Smithville Police Department and is the sole manufacturer of the TASER 7 conducted energy weapons requested.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT the purchase agreement and quote for the replacement of existing TASER devices attached hereto as **Exhibit A** is hereby approved, and the mayor is hereby authorized and directed to execute the same for an amount not to exceed $12,998.40 for Fiscal Year 2027, and $12,998.40 for the remaining years of the purchase agreement, subject to annual appropriations therefor.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd day of November 2026.

_____
Damien Boley, Mayor

ATTEST:

_____
Linda Drummond, City Clerk

Non-Binding Budgetary Estimate

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

Q-832657-46282KP

Issued: 09/17/2026

Quote Expiration: 12/15/2026

Estimated Contract Start Date: 11/15/2026

Account Number: 108025

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Smithville Police Department - MO 107 W Main St Smithville, MO 64089-9384 USA	Smithville Police Department - MO 107 W Main St Smithville MO 64089-9384 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Trevor Ballard Phone: 8162556972 Email: tballard@smithvillemo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$64,992.00
ESTIMATED TOTAL W/ TAX	$64,992.00

Discount Summary

Average Savings Per Year	$9,839.02
TOTAL SAVINGS	$49,195.11

Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	$12,998.40	$0.00	$12,998.40
Nov 2027	$12,998.40	$0.00	$12,998.40
Nov 2028	$12,998.40	$0.00	$12,998.40
Nov 2029	$12,998.40	$0.00	$12,998.40
Nov 2030	$12,998.40	$0.00	$12,998.40
Total	**$64,992.00**	**$0.00**	**$64,992.00**

Quote Unbundled Price:	**$114,189.00**
Quote List Price:	**$105,381.00**
Quote Subtotal:	**$64,992.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	Bundle - TASER 7 Certification	20	60	$92.92	$85.58	$54.16	$64,992.00	$0.00	$64,992.00
A la Carte Services									
102601	TASER Instructor School (2-Day, Per Student)	3	1		$895.00	$0.00	$0.00	$0.00	$0.00
Total							**$64,992.00**	**$0.00**	**$64,992.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Bundle - TASER 7 Certification	100591	Axon TASER - Cleaning Kit	1	1	10/15/2026
Bundle - TASER 7 Certification	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	10/15/2026
Bundle - TASER 7 Certification	20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	20	1	10/15/2026
Bundle - TASER 7 Certification	20018	Axon TASER - Battery Pack - Tactical	24	1	10/15/2026
Bundle - TASER 7 Certification	20063	Axon TASER 7 - Holster - Safariland RH	20	1	10/15/2026
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	100	1	10/15/2026
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	100	1	10/15/2026
Bundle - TASER 7 Certification	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	40	1	10/15/2026
Bundle - TASER 7 Certification	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	40	1	10/15/2026
Bundle - TASER 7 Certification	22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	20	1	10/15/2026
Bundle - TASER 7 Certification	22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	20	1	10/15/2026
Bundle - TASER 7 Certification	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	10/15/2026
Bundle - TASER 7 Certification	71019	Axon Body - Dock Powercord - North America	1	1	10/15/2026
Bundle - TASER 7 Certification	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	10/15/2026
Bundle - TASER 7 Certification	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	10/15/2026
Bundle - TASER 7 Certification	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	10/15/2026
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	40	1	10/15/2027
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	40	1	10/15/2027
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	40	1	10/15/2028
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	40	1	10/15/2028
Bundle - TASER 7 Certification	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	40	1	10/15/2028
Bundle - TASER 7 Certification	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	40	1	10/15/2028
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	40	1	10/15/2029
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	40	1	10/15/2029
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	40	1	10/15/2030
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	40	1	10/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Bundle - TASER 7 Certification	101180	Axon TASER - Data Science Program	20	11/15/2026	11/14/2031
Bundle - TASER 7 Certification	20248	Axon TASER - Evidence.Com License	1	11/15/2026	11/14/2031
Bundle - TASER 7 Certification	20248	Axon TASER - Evidence.Com License	20	11/15/2026	11/14/2031

Services

Bundle	Item	Description	QTY
Bundle - TASER 7 Certification	101193	Axon TASER - On Demand Certification	20
Bundle - TASER 7 Certification	20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	20
A la Carte	102601	TASER Instructor School (2-Day, Per Student)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Bundle - TASER 7 Certification	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	24	10/15/2027	11/14/2031
Bundle - TASER 7 Certification	80395	Axon TASER 7 - Ext Warranty - Handle	20	10/15/2027	11/14/2031
Bundle - TASER 7 Certification	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	10/15/2027	11/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	107 W Main St	Smithville	MO	64089-9384	USA

Payment Details

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102601	TASER Instructor School (2-Day, Per Student)	3	$0.00	$0.00	$0.00
Annual Payment 1	C00018	Bundle - TASER 7 Certification	20	$12,998.40	$0.00	$12,998.40
Total				**$12,998.40**	**$0.00**	**$12,998.40**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102601	TASER Instructor School (2-Day, Per Student)	3	$0.00	$0.00	$0.00
Annual Payment 2	C00018	Bundle - TASER 7 Certification	20	$12,998.40	$0.00	$12,998.40
Total				**$12,998.40**	**$0.00**	**$12,998.40**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102601	TASER Instructor School (2-Day, Per Student)	3	$0.00	$0.00	$0.00
Annual Payment 3	C00018	Bundle - TASER 7 Certification	20	$12,998.40	$0.00	$12,998.40
Total				**$12,998.40**	**$0.00**	**$12,998.40**

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102601	TASER Instructor School (2-Day, Per Student)	3	$0.00	$0.00	$0.00
Annual Payment 4	C00018	Bundle - TASER 7 Certification	20	$12,998.40	$0.00	$12,998.40
Total				**$12,998.40**	**$0.00**	**$12,998.40**

Nov 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102601	TASER Instructor School (2-Day, Per Student)	3	$0.00	$0.00	$0.00
Annual Payment 5	C00018	Bundle - TASER 7 Certification	20	$12,998.40	$0.00	$12,998.40
Total				**$12,998.40**	**$0.00**	**$12,998.40**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the Customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.
   1.1. "**Axon Cloud Services**" means the cloud-based, hosted, subscription services provided and operated by Axon and made accessible to Customer over the internet or other network, including associated storage, processing, analytics, digital evidence management, data retention, artificial intelligence features, integrations, and related functionality. Cloud Services include Updates and enhancements provided during the Subscription Term and is accessed, not installed or transferred. This does not include third-party SaaS products.
   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
   1.3. "**MSRP**" means manufacturer's suggested retail price, or the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
   1.4. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
   1.5. "**Services**" means all services provided by Axon under this Agreement, including Software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**"). All subscriptions begin on the date stated in the Quote and end upon completion of program or the subscription stated in the Quote ("**Subscription Term**").

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees. Axon may charge additional fees if Customer exceeds the permitted use purchased. Axon will notify Customer of additional charges as soon as reasonably practicable.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) are governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7. **Third-Party Hardware, Software and Services**. Use of hardware, software, or services of any third-party products are governed by the terms, if any, entered into between Customer and the respective third-party provider or the applicable terms and conditions located at www.axon.com/sales-terms-and-conditions.

8. **Statement of Work; Scope Changes**. Certain Axon Devices and Services may require a Statement of Work that details Axon's Service deliverables ("SOW"). Axon is only responsible for the performance of Services described in the SOW, Quote, or under this Agreement. All other services are out of scope unless mutually agreed to in a signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

9. **Design Changes**. Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

10. **Combined Offerings**. Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

11. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12. **Security**. Axon will implement and maintain commercially reasonable and appropriate security measures to secure Customer data against accidental or unlawful loss, access or disclosure.

13. **IP Rights**. Axon and to the extent applicable, Axon's licensors, own and reserve all rights, titles, and interest in and to the Axon's intellectual property, including but not limited to, Axon-manufactured Devices, Services, documentation, designs, improvements, analytics, derivative works, improvements, and suggestions to Axon, including all related intellectual property rights (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices and/or Axon Services ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **LIMITATIONS**. **AXON'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID TO AXON FOR THE AXON DEVICE, OR IF FOR SERVICES, THE AMOUNT PAID FOR SUCH SERVICES OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.**

16. **Termination**.
    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after receipt of the written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the MSRP and this Agreement terminates before the end of the Subscription Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. For TASER purchases, this includes returning the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, that should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **Compliance with Laws**.

18.1. **Laws**. Each Party will comply and maintain compliance with all applicable federal, provincial, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968, if applicable.

18.2. **Controlled Products**. Customer acknowledges that Axon Devices, Software, and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19. **General**.

19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.6. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.7. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.8. **Survival**. The following sections will survive termination: Payment, Axon Device Warnings, IP Rights, IP Indemnification, Limitations, Confidentiality, and any other sections detailed in the survival sections of the attachments.

19.9. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

19.10. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.11. **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote(s) and any SOW(s), represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Software and Cloud Services Terms of Use Appendix

I. General

1. Definitions

1.1. "**Customer Content**" means all data, files, and content uploaded into, ingested by, created in, or generated through Customer's use of Axon Cloud Services within Customer's tenant. This includes media/multimedia, recordings, reports, alerts, messages, videos, chats, and materials provided by the Customer, as well as Personal Data of users and data from applications connected to the solution. Customer Content excludes Non-Content Data, Dedrone Data, Third Party Content, and Third Party Services.

1.2. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

1.3. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

1.4. "**End User**" means Customer or Customer's employees, consultants, agents or contractors who are granted access to the Axon Cloud Services or Software in support of Customer's internal business or operations.

1.5. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

1.6. "**Firmware**" means the embedded software code installed on and operating within Axon Device, that enables the Axon Device's core functionality, control, communication, or security. Firmware is a subset of Software.

1.7. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices, client software, and users, that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

1.8. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.9. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.10. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

1.11. "**Software**" means application software, programs, mobile or desktop applications, or other executable code provided to Customer for installation, download or use as defined in this Agreement but excludes Axon Cloud Services.

2. **Customer Owns Customer Content**. Customer retains all rights, title and interest, including all intellectual property rights, in and to Customer Content. Customer is solely responsible for uploading, sharing, managing and deleting Customer Content. Customer Content is not considered Axon's business records, and except as set out below, Axon obtains no interest in Customer Content.

2.1. Axon Access and Use of Customer Content.

Customer grants Axon a limited, non-exclusive right to access, process, store, transmit, and otherwise use Customer Content solely for the following purposes: providing, operating, maintaining, supporting, and securing the Axon Devices and Services; performing troubleshooting, diagnostics, system monitoring, maintenance, and incident response; and enforcing this Agreement and Axon policies governing use of the Axon Devices and Services. Unless otherwise agreed to by the Parties in writing, Axon shall not access or use Customer Content any reason except as expressly authorized in this Agreement.

3. **Security**. Axon implements appropriate technical and organizational security measures designed to prevent unauthorized access, use or disclosure of Customer Data and will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content. For Axon's digital evidence or records management systems, Axon agrees to comply with the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

4. **Restrictions**. Customer shall not, and shall not permit any third party to: (i) modify, translate, adapt, tamper with, repair, or create derivative works of the Axon intellectual property; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code; (iii) copy any Axon intellectual property, except as expressly permitted in writing; (iv) resell, rent, lease, loan, sublicense, distribute, or otherwise commercially exploit Axon intellectual property; (v) access or use Axon intellectual property to build a competing product or service or to copy features, functions, or graphics; (vi) remove, alter, or obscure any proprietary notices; (vii) access or use Axon Software or Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (viii) use trade secret information contained in Axon Software, except as expressly permitted in this Agreement; (ix) use Axon Devices, Software or Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code; or (x) use Axon Devices, Software or Cloud Services in order to monitor the availability, security, performance, or functionality of the of such products or for any other benchmarking or competitive purposes other than as authorized in this Agreement; scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header; or misrepresent the source or ownership of Axon Services.

5. **Suspension**. Axon may immediately suspend Customer's or any End User's access to any portion of the Axon Devices or Services upon notice if Axon reasonably determines that: (i) Customer's or an End User's use poses a security risk to Axon systems, other customers, or third parties; (ii) Customer fails to pay applicable fees; (iii) Customer or its End User's use violates applicable law or regulation; (iv) such use may subject Axon or its affiliates to liability; or (v) such use is fraudulent or abusive. Customer remains responsible for all fees incurred through the period of suspension. Suspension does not terminate this Agreement unless Axon elects to terminate in accordance with the Termination provisions.

6. **Warranty and Disclaimer. AXON WARRANTS THAT ALL AXON SOFTWARE AND AXON CLOUD SERVICES, WHEN USED IN ACCORDANCE WITH APPLICABLE AXON DOCUMENTATION, WILL OPERATE IN ALL MATERIAL RESPECTS WITH THE DOCUMENTATION. EXCEPT AS EXPRESSLY STATED HEREIN, SOFTWARE, SERVICES OR CLOUD SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR UNINTERRUPTED OR ERROR-FREE USE. CUSTOMER AGREES AXON HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY SERVICES OR PRODUCTS USED BY THE CUSTOMER IN CONJUNCTION WITH AXON'S PRODUCTS OR SERVICES.**

7. **Updates**. Axon may make available updates and error corrections ("**Updates**") to any Axon Software, Firmware, or Cloud Service product. Axon will provide Updates electronically via the Internet or media as determined by Axon. An "**Upgrade**" includes new versions of Axon products that (i) enhance features and functionality, as solely determined by Axon; and/or (ii) provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Term, Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

8. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content, or Axon Software, Firmware, or Cloud Service products violates this Agreement or applicable laws, including acquiring and maintaining required consents; (c) maintaining necessary computer equipment and Internet connections for use of the Axon Software, Firmware, or Cloud Service products and any Updates thereto and (d) verifying the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to the Axon Software, Firmware, or Cloud Service products.
   8.1. **Passwords**. Customer will also maintain the security of End User usernames and passwords and access by End Users to Customer Content. Customer is responsible for ensuring the configuration and utilization of the Axon Software, or Cloud Service products meet applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access.

Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

9. **YouTube**. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

10. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes Confidential Information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

11. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

12. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

13. **U.S. Government Rights**.
    13.1. If Customer is a U.S. Federal department or using Axon Cloud Services or Software on behalf of a U.S. Federal department, Axon Cloud Services, Software, or Software Documentation are provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS"). If Customer is using Axon Cloud Services or Software on behalf of the U.S. Government and these terms are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

    13.2. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFAR 255.227-7013(c)(1)(ii) et. Seq. or 252.211-7015, or FAR 52.227-19(a)-(d), as applicable, or similar clauses in the NASA FAR Supplement.

14. **Export Controls.** None of the Software, Software Documentation, or underlying information, may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's Specially Designated Nationals or Blocked Persons List, or the U.S. Department of Commerce's Denied Persons List.

15. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Restrictions, Export Controls, Privacy, Storage, Disclaimer, and Customer Responsibilities.

II. **Axon Cloud Services**

1. **General.** The following apply to all Axon Cloud Services unless otherwise provided in the Product Specific Terms and Conditions Section**:**

1.1. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence.

1.2. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Notice, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy.

1.3. **Storage**.

1.3.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device**.**

1.3.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

1.3.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts**.**

1.3.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 99 years.

1.3.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("**Streaming Video**") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

1.3.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

1.3.7. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Axon will determine the locations of data centers for storage of Customer in accordance with the Agreement.

1.4. **Axon Cloud Services Warranty. AXON DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE CUSTOMER UPLOADS DATA TO AXON CLOUD**

SERVICES. SERVICE OFFERINGS WILL BE SUBJECT TO THE AXON CLOUD SERVICES SERVICE LEVEL AGREEMENT, A CURRENT VERSION OF WHICH IS AVAILABLE AT HTTPS://WWW.AXON.COM/PRODUCTS/AXON-EVIDENCE/SLA.

2. **Cloud Services- Product Specific Terms and Conditions.** Notwithstanding any other provision in the Agreement, the following terms and conditions apply to the specific Axon Cloud Services purchased:

2.1. **Policy Chat.**

2.1.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

2.1.2. **Data Processing**. Customer is responsible for uploading and maintaining current, complete, and accurate policy documents and removing outdated versions. Axon AI Technology (as defined below) generates responses solely from Customer-provided documents and may not reflect recent updates.

2.2. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

2.3. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

2.4. **Auto-Tagging.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2.5. **Auto-Transcribe.**

2.5.1. **A-La-Carte Minutes.** If Customer purchases A-La-Carte Auto-Transcribe minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

2.5.2. **Axon Unlimited Transcribe.** If Customer purchases an Unlimited Transcribe subscription, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Link, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

2.6. **FUSUS**.

2.6.1. **Axon Positioning Services**. Axon cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

2.6.2. **Axon Body LTE Requirements**. FUSUS is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

2.6.3. **Axon Fleet LTE Requirements**. Axon FUSUS is only available and usable with a compatible Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

2.6.4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services, FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

2.7. **LTE Networks.** Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors when LTE service is provided by Axon and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

2.8. **TASER Data Science Program**. Axon will provide Customer with Transformed Data (as defined below).

2.8.1. **Definitions.**

2.8.1.1. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

2.8.1.2. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2.8.2. **License to Axon**. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

2.8.3. **License to Customer.** Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

2.8.4. **Deletion of Provided Data**. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

2.9. **Community Link.**

2.9.1. **Community Link Security**. Axon will not treat Community Link Customer Content in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

2.9.2. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Community Link Customer Content for internal use. Customer acknowledges that Axon may make any lawful use of Community Link Customer Content and any derivative of Customer Content including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of, the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses Community Link Customer Content. Axon may not release Community Link Customer Content to any third party under this right that is not aggregated and de-identified.

2.10. **Axon Records.**

2.10.1. **Term**. Axon Records subscription begins on the later of the (1) start date of the Quote, or (2) the

date Axon provisions Axon Records to Customer, and will end upon the completion of the Axon Records Subscription in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**").

2.10.2. **Limitations.**

2.10.2.1. New or additional Axon products and applications, as well as any Axon Professional Services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

2.10.2.2. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one hundred (100) GB per user per year of uploaded files. Axon will not bill Customer for overages.

2.11. **Dedrone.**

2.11.1. **Definitions**.

2.11.1.1. **"Dedrone Data**" means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 2.11.5, and any other information that Axon makes available to Customer by means of the Dedrone Software.

2.11.1.2. "**Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

2.11.1.3. "**Sensor**" means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

2.11.1.4. "**Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

2.11.1.5. "**Third-Party Hardware**" means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2.11.2. **License to Customer**. Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Dedrone Subscription Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Section (the "**License**"). Customer must purchase a License to the Dedrone Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software.

2.11.3. **Compliance**. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal constitute a breach of the Agreement by Axon.

2.11.4. **Data Protection**. If Customer licenses Dedrone Software, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon, data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including the date, time, and duration of the detection of the drone, as well as the locations of the detected drones, remote controls, and the Sensor itself (collectively, "**Sensor Data**"), and (ii) video recording of the detected drones, including flight path ("**Video Data**") (Sensor Data and Video Data are collectively referred to as "**Collected Data**").

2.11.5. **Use of Collected Data**. Axon has the right to use Collected Data for any purpose, including: (i)

improving or analyzing any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

2.11.6. **Axon Property**. Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware.

2.12. **Axon 911 Products (Prepared and Carbyne)**

2.12.1. **Definitions.**

2.12.1.1. **"Solution**" means the Axon 911 Software and/or Platform which Axon makes available to Customer pursuant to this Section, which includes Carbyne and Prepared 911 Products and Services. The Solution does not include Third Party Content or Third-Party Services.

2.12.1.2. "**Third Party Content**" means applications, materials, data and information, such as location, transcriptions, translations and any output generated by AI powered tools, which are provided by a third party and are made available to Customer through Customer's use of the Solution.

2.12.1.3. **"Third Party Services"** means services such as porting phone numbers, voice services provided by Bandwidth and Twilio, connectivity services and broadband circuits provided by a third party which are passed through to Customer for use with the Solution**.**

2.12.2. **Solution License**. If applicable to the Solution, Customer may use the Solution to connect with Customer's other applications, allowing Customer to receive and access Customer Content available from such applications through the Solution and to make Customer Content available to End Users.

2.12.3. **Data Retention**. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which is submitted to Axon Cloud Services or which is recorded or stored in the course of Customer's use of the Solution, for a period of two (2) years during the Subscription Term (the "**Data Retention Period**"). Customer Content is automatically deleted thirty (30) days after (a) the Data Retention Period, or (b) the expiration or termination of the Subscription Term for any reason. At any time prior to such deletion, Customer may download Customer Content which has been stored on the Axon Cloud Services. Customer acknowledges it is solely responsible for compliance with any applicable data retention laws and for any data requests. Axon will have no further obligation with respect to Customer Content after the Data Retention Period or after the deletion of Customer Content.

2.12.4. **Privacy.** Carbyne Privacy Policy, located at https://carbyne.com/privacy-policy, shall govern data protection and privacy when using Carbyne products or services. Axon may create anonymized and aggregated statistical data from Customer's usage of the Solution, which does not include Customer's Personal Data. Axon may use such anonymized and aggregated data for Axon's own internal purposes, such as to develop and improve the Solution, to develop new services or products and to identify usage trends.

2.12.5. **Third-Party Fees**. Fees for Third Party Services reflect pass-through costs from Third Party Service providers which are based on Customer's anticipated use. Axon may revise the annual fees based on Customer's use. Third Party Service fees are also subject to change based on fee changes imposed by Third Party Service providers. If Axon is subject to any third party charges as a result of Customer's delays or requested changes (such as any changes to requested dates, configuration changes or additional integrations), Axon will invoice Customer for any applicable third party charges Axon incurs.

2.12.6. **Support Terms for 911 Products**. If purchased, Carbyne support will be performed in accordance with applicable Carbyne Support Terms available at https://carbyne.com/legal/. Prepared support terms are available upon request.

2.12.7. **Customer Cooperation**. Customer acknowledges that timely provision of and access to Customer systems, equipment, assistance, cooperation, and complete and accurate information and data ("**Customer Cooperation**") is essential to Axon's performance under this Agreement, and Customer is responsible for ensuring its infrastructure meets applicable minimum requirements and for the accuracy of all information provided. Customer Cooperation includes facilitating access to and discussions with any third-party vendors or subcontractors required to integrate with the Solution, for whose fees Axon bears no responsibility. Customer authorizes Axon limited access to its systems, networks, facilities, and third-party systems as reasonably necessary to perform services under this Agreement or any SOW, and Axon agrees to comply with Customer's security requirements. If Customer fails to timely perform its obligations or provide Customer Cooperation, Axon is not responsible for any dependent obligations to the extent of such delay.

2.12.8. **Prepared Products Deployment**.

2.12.8.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to twelve (12) months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

2.12.8.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

2.12.9. **Disclaimers**.

2.12.9.1. **CUSTOMER ACKNOWLEDGES AXON DOES NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT IT IS AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND CUSTOMER MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD-PARTY SERVICE PROVIDER.**

2.12.9.2. **CUSTOMER ACKNOWLEDGES THAT AXON MAKES NO REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE AXON OFFERS, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO CUSTOMER'S INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. CUSTOMER IS RESPONSIBLE FOR MAKING CUSTOMER'S OWN LEGAL DETERMINATION ON WHETHER CUSTOMER CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES AXON OFFERS FOR CUSTOMER'S INTENDED USE.**

III. Software

1. Software - General

1.1. **Licenses.**

1.1.1. **Software License**. Subject to Customer's compliance with this Agreement (including the Quote) and any applicable documentation, and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, revocable, limited, non-sublicensable, royalty-free license during the applicable Subscription Term to install, use, and display the Axon Software solely for Customer's internal purposes and solely for data communication with Axon Devices or Cloud Services for the number and type of licenses purchased.

1.1.2. **Firmware License**. Subject to Customer's compliance with this Agreement and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual limited license to use the Axon Firmware solely on Axon Devices.

1.2. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describes the features, functions and operation of the Software that is provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

2. Software – Product Specific.

2.1. **Wireless Offload Server**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

2.2. **Investigate- Third-Party Licenses (On-Premises Software Only).** This Section applies solely to Customer's on-premises deployment of the Software and does not apply to any cloud-hosted or SaaS offerings. Axon licenses several third-party codecs and applications that are integrated into the Software. Customer agrees to and understands that an active support contract with Axon is required for access to all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the Software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software.

2.3. **Evidence Local License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.

IV. Axon Application Programming Interface ("API")

1. General

1.1. **Definitions**.

1.1.1. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

1.1.2. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

1.1.3. **"API Content**" All content related to API Service, excluding Customer Content or Customer's API Client Content, is considered Axon's API Content, including: (i) the design, structure and naming of API Service fields in all responses and requests; (ii) the resources available within API Service for which Customer takes actions on, such as Evidence, cases, users, or reports; (iii) the structure of and relationship of API Service resources; and (iv) the design of API Service, in any part or as a whole.

1.1.4. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client software to operate in conjunction with the API Service for Customer's authorized Use.

1.1.5. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the Channel Services Statement of Work.

1.1.6. "**Axon Evidence Partner API, API or Axon API"** (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

1.1.7. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

1.1.8. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

1.2. **Purpose and License**.

1.2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon Devices and Services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

1.2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

1.3. **Limitations**. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

1.4. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

1.5. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client accesses or communicates with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

2. API – Product Specific

2.1. Axon Channel Services

2.1.1. **Scope**. When Customer has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management, Axon will facilitate the transfer of Customer's third-party data into or out of Axon's Digital Evidence Management System, as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

2.1.2. **Purpose and Use.** For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the Channel Service. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

V. Artificial Intelligence ("AI")

1. **Definitions**.

1.1. "**AI Technology**" means artificial intelligence functionalities embedded in Axon's Products, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. "**Bias Mitigation**" means strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Axon Responsibilities

2.1. **Data Use**. Unless otherwise agreed to in writing, Axon and Axon's subprocessors will not train their models on Customer Content.

2.2. **Ethical AI Development**. Axon shall: (a) follow its responsible innovation framework; (b) engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) conduct testing to minimize bias and ensure reliability; and (d) implement Bias Mitigation techniques in model development and deployment.

3. **Customer Responsibilities and Disclaimers**.

3.1. **Use of AI Technologies**. Customer acknowledges that AI Technology is assistive and not designed to replace human review and judgement. Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; and (d) monitor for potential issues with AI outputs, including false positives or negatives.

3.2. RESTRICTIONS. AI TECHNOLOGY IS NOT DESIGNED FOR EMERGENCIES, UNLESS EMERGENCY USE CASES ARE DESCRIBED IN THE APPLICABLE PRODUCT DOCUMENTATION AND IN SUCH CASES, USERS SHOULD CONTACT APPROPRIATE EMERGENCY SERVICES DIRECTLY. AXON DISCLAIMS LIABILITY FOR QUERIES CONTAINING PROHIBITED CONTENT, SUCH AS HATE, SEXUAL MATERIAL, OR VIOLENCE, AND RESERVES THE RIGHT TO RESTRICT SUCH USAGE.

3.3. HEALTHCARE. AXON CLOUD SERVICES THAT LEVERAGE AI TECHNOLOGY, E.G., TRANSCRIPTION AND TRANSLATION, MUST NOT BE USED BY HEALTHCARE PROVIDERS (SUCH AS DOCTORS, NURSES, PARAMEDICS) FOR THE PURPOSE OF PROVIDING HEALTHCARE SERVICES, AND SHALL ONLY BE USED FOR THE PURPOSE OF HEALTHCARE PROVIDERS DE-ESCALATING CONFRONTATIONS, UNLESS USE BY HEALTHCARE PROVIDERS TO PROVIDE SAFER AND MORE EFFICIENT EMERGENCY RESPONSE HEALTHCARE SERVICES IS DESCRIBED IN PRODUCT DOCUMENTATION.

4. **Prepared Products AI Eras.** This section applies to a Customer's AI Eras subscription for Prepared products:

4.1. **Assistive Dispatch Licensing.** Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

4.2. **Assistive Dispatch Eligibility.** Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

4.3. **PSAP Eligibility.** PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If Customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer shall assist Axon in making all eligibility determinations within ninety (90) days of the date of the Quote signature.

Schedule 1 to Software and Cloud Services Terms of Use Appendix

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

1. Axon Obligations

1.1 ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("**Transformed Content**"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Software and Cloud Services Terms of Use Appendix, and apply them to ACEIP.

1.2 Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal (https://www.axon.com/aceip-enterprise), including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

1.3 Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

2. ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Customer participation to aceip@axon.com.

Axon Device Appendix

I. **General.** The following terms and conditions apply to any purchase, deployment, and use of Axon-manufactured Devices or third-party hardware products provided under the Agreement.

1. **Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

2. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; and (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost in accordance with applicable law or regulations.

3. **Installation**. In certain circumstances, Axon may use a third party authorized and trained by Axon to install products. Axon will not be liable for the failure of any Axon hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon or Axon's third party installer.

4. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

II. **General Warranty.**

1. **Axon Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices (see below for TASER warranty), are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt, and Axon-manufactured accessories which Axon warrants for ninety (90) days from Customer's receipt ("**Limited Warranty**").

2. **General Warranty Terms**. The following apply to all Axon-manufactured Devices excluding TASER weapons:
   2.1. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. The maximum warranty period for an individual Axon Device will be five (5) years including the initial Limited Warranty.

   2.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

   If Customer exchanges an Axon-manufactured Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Device. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

4. **Limitations and Disclaimer.**

   4.1.1. LIMITATION. AXON'S WARRANTY EXCLUDES DAMAGE RELATED TO: (A) FAILURE TO FOLLOW AXON DEVICE USE INSTRUCTIONS; (B) AXON DEVICES USED WITH EQUIPMENT NOT

MANUFACTURED OR RECOMMENDED BY AXON; (C) ABUSE, MISUSE, OR INTENTIONAL DAMAGE TO AXON DEVICE; (D) FORCE MAJEURE; (E) AXON DEVICES REPAIRED OR MODIFIED BY PERSONS OTHER THAN AXON WITHOUT AXON'S WRITTEN PERMISSION; OR (F) AXON DEVICES WITH A DEFACED OR REMOVED SERIAL NUMBER. AXON'S WARRANTY WILL BE VOID IF CUSTOMER RESELLS AXON DEVICES.

4.1.2. DISCLAIMER. AXON DEVICES AND SERVICES THAT ARE NOT MANUFACTURED, PUBLISHED OR PERFORMED BY AXON ("THIRD-PARTY PRODUCTS") ARE NOT COVERED BY AXON'S WARRANTY AND ARE ONLY SUBJECT TO THE WARRANTIES OF THE THIRD-PARTY PROVIDER OR MANUFACTURER.

4.1.3. EXCLUSIVE WARRANTY. TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES AND REMEDIES IN THE AGREEMENT ARE EXCLUSIVE. AXON DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED. IF STATUTORY OR IMPLIED WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THE WARRANTY DESCRIBED ABOVE AND BY THE PROVISIONS IN THIS AGREEMENT. CUSTOMER CONFIRMS AND AGREES THAT, IN DECIDING WHETHER TO SIGN THIS AGREEMENT, CUSTOMER HAS NOT RELIED ON ANY STATEMENT OR REPRESENTATION BY AXON OR ANYONE ACTING ON BEHALF OF AXON RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT THAT IS NOT IN THIS AGREEMENT.

4.1.4. LOKI DRONE LIMITATIONS: IF CUSTOMER PURCHASES AXON LOKI, CUSTOMER ACKNOWLEDGES THE LOKI DEVICE IS DESIGNED FOR OPERATION IN ENCLOSED, CONTROLLED ENVIRONMENTS AND MUST BE USED IN COMPLIANCE WITH ALL APPLICABLE LAWS AND SAFETY GUIDELINES. OPERATION IN OPEN OR UNAPPROVED AREAS MAY RESULT IN SIGNAL INTERFERENCE, LOSS OF CONTROL, OR DAMAGE, AND AXON ASSUMES NO LIABILITY FOR IMPROPER USE, INCLUDING ANY RESULTING HARM OR REGULATORY VIOLATIONS.

III. **Technology Assurance Plan ("TAP").**

1. **TAP Device and Dock Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") and Axon Dock ("**Dock Refresh**") as scheduled in the Quote. The Device Refresh and or Dock Refresh will be the same or like Axon Device, at Axon's option, depending on what model Customer originally purchased. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock. Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. Under the Dedrone Refresh Program, the replacement hardware will be the same model as, or a comparable model to, the original. Axon is not obligated to provide next-generation or upgraded versions.

2. **Refresh Delay**. Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance, including shipment of the final Axon Devices and Dock Refreshes up to sixty (60) days before the end of the Subscription Term.

3. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. Axon will not provide a refund if the model Customer desires has an MSRP less than the MSRP of Customer's current Devices. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Device Upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.

4. **Return of Original Axon Device**. Within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or

destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. Under the Dedrone Refresh Program, Customer is not required to return the original hardware upon receipt of the replacement.

5. **Termination.** TAP coverage terminates as of the date of termination and no refunds will be given in the event of termination or expiration of the Agreement.

IV. Axon Device Specific Terms and Conditions.

1. **Cradlepoint**. If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a 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 the applicable 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.

2. **Axon Outpost**.
   2.1. **Installation**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location, including licenses or permits for fixed installation of poles. If mutually agreed by the Parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   2.2. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

3. Axon Lightpost.
   3.1. **Ubicquia**. If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

   3.2. **Installation**. Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

   3.3. **Power**. Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

4. **TASER Devices**.
   4.1. TASER Weapon Limited Warranty.
      4.1.1. Definitions.
         4.1.1.1. "Deployment" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10, each probe discharged is

considered one (1) Deployment. For TASER 7, the dual probe discharged is considered one (1) Deployment.

4.1.1.2. "Pooled User" means the TASER weapon is assigned and used by multiple users.

4.1.1.3. "Single User" means the TASER weapon is assigned and used by on user.

4.1.1.4. **"Training Device"** means the TASER weapon is only used for training purposes.

4.1.2. **Warranty Coverage.** Axon warrants that each Axon-manufactured TASER Device is free from defects in workmanship and materials when assigned and used as a single-user device, pooled-user device, or training device, for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) if an extended warranty is purchased for the Device, a total of up to 500 Deployments over 5 years. Used CEW cartridges are deemed to have operated properly**.**

4.1.3. **TASER 10L or TASER Covert**. If the TASER Device is a TASER 10L (TASER 10 Light) or Covert as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments. Reduced Life TASER 10L Device has a maximum warranty that may be purchased that will warrant the Device for the earlier of two (2) years or 200 Deployments, including the Limited Warranty.

4.1.4. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a Single User, Pooled User or Training Device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4.2. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

4.3. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

4.4. **Customer Warranty**. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

5. **Virtual Reality (VR) Headsets**. Any additional virtual reality headsets purchased for use with Virtual Reality Media must be purchased from Axon.

6. Training Pod

6.1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

6.2. **Warranties**. **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT**.

6.3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

6.4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Professional Services Appendix

I. Implementation and Training

1. **General**
   1.1. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

   1.2. **Access Computer Systems to Perform Services.** Customer authorizes Axon limited access Customer's relevant computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform services as defined in this Agreement or in a SOW. Axon agrees to comply with Customer's security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.

   1.3. **Site Preparation**. Axon will provide a copy of current user documentation for the Axon Devices ("**User Documentation**"), which will include all required environmental and operational specifications for the professional services and Axon Devices. Before installation of the Axon Devices, Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the User Documentation and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per the environmental specifications. Axon will provide any updates to the User Documentation to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.

   1.4. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer for signature to acknowledge completion. Customer must notify Axon in writing of any material non-conformance and the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Customer does not sign the Acceptance Form or provide written notice of rejection within seven (7) calendar days of delivery, the professional services will be deemed accepted by Customer.

   1.5. **Customer Network**. Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause other than Axon's negligence.

   1.6. Utilization of Services. Customer must use professional services within six (6) months of the Effective Date.

II. Standard Implementation Activities

1. Except for on-demand training, all professional services include advance remote project planning and configuration support and assignment of a professional services manager to work with Customer on Customer's deployment to determine which Services under each category are appropriate. Any onsite support is noted under each category. Additional on-site Services days may be purchased if needed.

2. Professional services may include the following activities depending on the service package purchased:

Implementation Activity	Description
System Setup and Configuration	Configure Customer settings in Axon systems based on Customer need
User and Role Configuration	Configure roles, permissions, categories, and retention settings and register users, as applicable
Device Registration	Register devices and associate them with Customer domain

Implementation Activity	Description
Dock Configuration	Configure locations and settings and authenticate Axon Dock systems (does not include physical mounting of docks)
System Troubleshooting	Troubleshoot IT issues with Axon Evidence, or hardware system access
System Admin Training	Step-by-step explanation and assistance for configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Classroom and Practical Training	Step-by-step explanation and assistance for Customer's configuration of product, functionality, and basic operation.
Evidence Sharing Training	Tailored workflow instruction on sharing cases and evidence with local prosecuting agencies.
Best Practice Planning	Provide considerations for policy / system operations and best practices
Train-the-Trainer Instruction	Train designated Customer instructors who can support any subsequent Customer training needs
User Go-Live Training	End-user instruction and deployment support for E.com and device/operational training
Implementation Documentation	Axon guides for: administrators, product implementation, network setup, categories & roles, and sample policies
Post Go-Live Review	Review deployment and address operational issues

TABLE 1 – PROFESSIONAL SERVICES MATRIX

Implementation Activity	BWC			CEW		VR	Air		Justice
	Full	Starter	Virtual	Full	Starter		On-Site	Virtual	
System Setup and Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
User and Role Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
Device Registration	✓	—	—	✓	✓	—	—	—	—
Dock configuration	✓	✓	✓	—	—	—	—	—	—
System Troubleshooting	✓	✓	✓	✓	✓	✓	✓	✓	✓
System Admin Training	✓	—	—	✓	✓	—	—	—	—
Classroom and Practical Training	—	—	—	—	—	✓	✓	—	—
Evidence Sharing Training	✓	—	—	—	—	—	—	—	✓
Train-the-Trainer Instruction	✓	✓	✓	✓	✓	✓	✓	✓	✓
Implementation Documentation	✓	✓	✓	✓	✓	—	—	—	✓
Best Practice Planning	✓	—	—	✓	✓	✓	✓	✓	✓
Post Go-Live Review	✓	—	—	✓	✓	—	—	—	✓

3. **Service Package Scope**

3.1. Body-Worn Camera Services

- **BWC Full:** Includes remote planning and up to four (4) consecutive on-site service days.
- **BWC Starter:** Includes remote planning and one (1) on-site service day.
- **BWC Virtual:** All Services delivered remotely.

3.2. CEW Services

- **CEW Full:** Includes on-site support and instructor training for up to three (3) instructors.

- **CEW Starter:** Services delivered remotely with instructor training for one (1) instructor.

3.3. VR Services. Includes remote planning and one (1) on-site training day, with instructor training for up to five (5) instructors.

3.4. Axon Air Training. Includes system configuration and operational training. On-site training includes practical flight instruction; virtual training excludes flight training.

3.5. Axon Justice Implementation. Includes workflow configuration, disclosure configuration, go-live planning, and up to three (3) two (2) hour remote training sessions.

III. Additional Professional Services

1. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

1.1. **Archival of CEW Firing Logs**. Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

1.2. **Return of Old Weapons**. Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

1.2.1. *Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

2. **Signal Sidearm Installation Service**.

2.1. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

2.2. **Purchases of less than 50 SSA units**: Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

3. **TASER On Demand Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion within one (1) year of issuance; however, Customer may incur a fee for cancellations less than ten (10) business days prior to a course date or failure to appear to a registered course. Vouchers have no cash value and cannot be exchanged for any other Axon Device or Services. Any unused vouchers will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

IV. Technical Account Manager

1. **Applicability.** The following Technical Account Manager scope only applies to Device Technical Account Managers. A separate SOW will be provided for any Software (SWS) TAM's.

2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

3. **TAM Scope of Services.** Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the TAM has skills to align with those needs. There may be up to a six (6) month waiting period before the TAM can work on-site, depending upon Customer's needs and availability of TAM.

TAM Scope of Services Matrix

	Full Time TAM	Regional TAM*
Availability		
Works Onsite	Four (4) days per week	Up to three (3) consecutive days per quarter
Available by phone and email during regular business hours.	✓	Up to eight (8) hours per week
Account Maintenance		
Conducting training on new features and devices for Customer leadership team(s)	✓	✓
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program	✓	✓
Conducting weekly meetings to cover current issues and program status	✓	✓
Quarterly business review and program goal discussion.	✓	✓ Quarterly on-site visit
Data Analysis		
Providing Axon usage data to identify trends and insights for improving daily workflows	✓ On Demand	✓ Quarterly
Comparing Customer's Axon usage and trends to peers to establish best practices	✓	✓
Proactively monitoring the health of Axon equipment and coordinating returns when needed	✓	✓
Direct Support		
Providing Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices	✓	✓
Creating and monitoring RMAs	✓	✓
Providing Axon app support	✓	
Monitoring and testing new firmware and workflows before they are released to Customer's production environment	✓	
Customer Advocacy		
Coordinating bi-annual voice of customer meetings with Axon's Device Management team	✓	✓
Recording and tracking Customer feature requests and major bugs	✓	✓
Ongoing System Set-up and Configuration		
Assisting with assigning cameras and registering docks	✓	
Maintaining Customer's Axon Evidence account	✓	
Connecting Customer to "Early Access" programs for new devices	✓	

**All work by Regional TAM to be performed remotely, except as noted under table. Customer must schedule the on-site days at least two (2) weeks in advance.*

4. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Miscellaneous Clauses Appendix

1. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise, and forever releases and discharges all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

2. **Free Trial**.
   2.1. **Trial Period and License**. At any time during the Term, the Parties may agree to a free trial of Axon Devices and Services new to the Customer ("**Trial Products**") for a designated period ("**Trial Period**") as reflected in a quote ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, non-transferable, revocable license to use the Trial Products solely for Customer's internal evaluation. Trial Products may include Axon beta software or firmware and may be subject to additional terms. Axon may limit the number of Trial Products and may supply refurbished Trial Products. **ALL TRIAL PRODUCTS, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM**.

   2.2. **Trial Quote Termination**. Upon at least ten (10) business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may, as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within ten (10) days after the effective date of such termination or expiration at the end of the Trial Period. Customer will return all Trial Products (excluding used CEW cartridges) in good working condition, minus normal wear and tear. If any individual component of the Trial Products is not returned, Axon may invoice Customer the MSRP of any of the unreturned items or damaged Trial Products, and Customer agrees to pay the invoice along with any applicable taxes and shipping. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Software and Cloud Services Terms of Use Appendix.

3. **Axon Event Offer Terms.** If the Quote includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("**Axon Event**"), the following terms and conditions shall apply:
   3.1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

   3.2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

   3.3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any

procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

3.4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

3.5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

3.6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.