This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto (“**Customer**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on 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 Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing 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 therefore agree as follows:

1. **Definitions**.
   1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
   2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
   3. **Confidential Information**" means all confidential, non-public and proprietary information of disclosing Party disclosed to receiving Party that: (a) disclosing Party conspicuously marks as "confidential" at the time of disclosure; or (b) receiving Party knows, or reasonably should know, that such information of disclosing Party is intended to be kept confidential based upon the circumstances under which disclosure was made. All Confidential Information is confidential, proprietary, or valuable trade secret information of disclosing Party. Confidential Information may be furnished in any tangible or intangible form, including, without limitation, writings, drawings, computer tapes and other electronic media, samples, and verbal communications.
   4. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any 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 offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
   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**”).
   1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription** **Term**”).
   2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 1 year (“Renewal Term”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. 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.
4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
5. **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.
6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
7. **Warranty**.
   1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Customer’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Customer’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon 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. Axon Devices, software, 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.**
   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) 90-days from the date of repair or replacement.
      1. If Customer exchanges a 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 as 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 Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
   4. **Limitations**. 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.
      1. To the extent permitted by law, the above warranties and remedies 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.
      2. 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 any Axon Device or Service 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 12 months preceding the claim. Neither Party will be liable for direct, 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.
   5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
   6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
   7. **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 Axon or any Releasees or otherwise. Customer agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other 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.
8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon’s Service deliverables (“**SOW**”). In the event Axon provides an SOW to Customer, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally 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 a delay of availability or Customer’s election not to utilize any portion of an Axon bundle.
12. **Insurance**. Axon will maintain General Liability, Workers’ Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **Customer Indemnification**. Customer shall indemnify, defend, and hold harmless Axon and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement incurred by Indemnified Party, relating to any claim arising out of or in connection with Customer’s use of Axon’s Devices or Services, or any allegation that any Customer Data or other information provided by Customer hereunder infringes, in whole or in part, any registered patent, trademark, copyright, or other intellectual property right of a third party. Customer shall not enter into any settlement without Axon's or Indemnified Party's prior written consent.
15. **IP Indemnification**. Axon will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services 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-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
16. **Customer Responsibilities**. Customer is responsible for (a) Customer’s use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; and (c) a dispute between Customer and a third-party over Customer’s use of Axon Devices.
17. **Termination**.
    1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. 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.
    2. **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 manufacturer’s suggested retail price (“**MSRP**”) and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. . For bundled Axon Devices, MSRP is the standalone price of all individual components.
18. **Confidentiality**. During the Term, the Parties and their respective officers, employees, agents, and personnel may have access to **Confidential Information** (as defined below) which is not generally known and which is considered proprietary by one (1) or more Parties to this Agreement, or to parties affiliated with one (1) or more Parties to this Agreement, or their respective customers or suppliers.
    1. Receiving Party agrees not to disclose disclosing Party’s Confidential Information for any purpose other than to comply with its obligations under this Agreement. Receiving Party agrees, with respect to disclosing Party’s Confidential Information, to: (a) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care, but no less than a commercially reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information, as receiving Party uses to protect its own confidential or proprietary information of a like nature; (b) not use, or permit to be accessed or used, Confidential Information for any purpose other than to comply with its obligations under this Agreement, including, without limitation, in any manner to disclosing Party’s detriment, including, without limitation, to reverse engineer, disassemble, decompile, or design around disclosing Party’s proprietary services, products, and/or intellectual property; (c) not disclose any such Confidential Information to any person or entity, other than to receiving Party’s employees, contractors and agents who: (i) need to know Confidential Information to assist receiving Party, or act on its behalf, to comply with its obligations under this Agreement, (ii) are informed in writing by receiving Party of the confidential nature of Confidential Information, and (iii) are subject to confidentiality duties or obligations to disclosing Party that are no less restrictive than the terms and conditions of this Agreement; and (d) not disclose any Confidential Information to any third parties or non-employees. Notwithstanding the foregoing, receiving Party is and remains liable and responsible for the obligations of its affiliates and their respective directors, officers, employees, contractors, and agents.
    2. Except as provided below, the Parties' non-use and non-disclosure obligations provided in this confidentiality agreement will continue for a period of three (3) years with respect to each Confidential Information beyond initial disclosure of such Confidential Information provided, however, receiving Party will not be liable for any disclosure of Confidential Information or further restriction on use where the same information: (i) was in the public domain at the time it was disclosed or later comes within the public domain, except through acts or omissions of receiving Party, and proof that the information was in the public domain is supported by sufficient independent documentary evidence; (ii) was known to or lawfully in the possession of receiving Party at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt; (iii) was or is developed independently by receiving Party without any reference or access to, or use of, disclosing Party’s Confidential Information and such development is supported by sufficient independent documentary evidence; (iv) is approved for the release by written authorization of disclosing Party; (v) becomes known to receiving Party from a source other than disclosing Party without an obligation of confidentiality and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt; or (vi) is disclosed to third parties by disclosing Party without restriction. Notwithstanding the foregoing, receiving Party’s obligations with respect to Confidential Information that is considered a "trade secret" shall remain subject to the confidentiality obligations set forth herein for as long as such Confidential Information remains a trade secret as such term is defined under Delaware law.
    3. Any disclosure by receiving Party or its employees of any Confidential Information pursuant to applicable federal, state or local law or regulation, or a valid order issued by a court or governmental Customer of competent jurisdiction ("Legal Order") is subject to the terms of this section. Prior to making any such disclosure, receiving Party will make commercially reasonable efforts to provide disclosing Party with: (a) prompt written notice of such requirement so that disclosing Party may seek a protective order or other remedy; and (b) reasonable assistance, at disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
    4. For the avoidance of doubt, Customer shall not issue or release any press release, product brochure, sales presentation, financial report, material on any website, announcement, or other publicity or marketing materials related to this Agreement or including Axon’s name, logo, trademarks, and/or trade names without Axon’s prior written consent in each case. All other public statements or releases require Axon's prior written consent. Axon may revoke the permission to use any of Axon's names or logos granted to Customer at any time, and for any reason or no reason, upon notice to the other Party. Axon may publicly announce information related to this Agreement.
19. **General**.
    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.
    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, Customer, fiduciary, or employment relationship between the Parties.
    3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.
    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.
    5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.
    6. **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.
    7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
    8. **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.
    9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Customer Responsibilities.
    10. **Governing Law**. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles. Venue for any controversy or proceeding, judicial or otherwise, instituted by either Party, shall be laid in the United States in the applicable state or federal courts located in Maricopa County, Arizona. If any Party institutes any suit, action, or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
    11. **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. Contact information for notices:

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| --- | --- |
| Axon: Axon Enterprise, Inc. | Customer: \_\_\_\_\_\_\_\_\_\_\_\_ |
| Attn: Legal | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 17800 N. 85th Street | Street Address |
| Scottsdale, Arizona 85255 | City, State, Zip |
| [legal@axon.com](mailto:legal@axon.com) | Email |

19.12 **Entire Agreement**.This Agreement, including the Appendices and any SOW(s), represents 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: |

Axon Cloud Services Terms of Use Appendix

1. Definitions.
   1. **“Customer Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer’s tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
   2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
   3. “**Non-Content Data**” is data, configuration, and usage information about Customer’s Axon Cloud Services tenant, Axon Devices and 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.
   4. “**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.
2. **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 more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content**.Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon’s business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user’s use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user’s access to Axon Cloud Services.
   1. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. 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.
   2. 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.
6. **Privacy**.Customer’s use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras 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. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. (“**Skyhook”**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for 6 months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage**.Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Customer Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
10. **Suspension**.Axon may temporarily suspend Customer’s or any end user’s right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user’s use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon’s affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services** **Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 bundle. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.
    1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term (“**Axon Records Subscription**”)
    2. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
    3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
    4. Users of Axon Records at the Customer 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 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
    1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
    3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
    7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination**.Axon will not delete Customer Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 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 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.
15. **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.
16. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

**Axon Customer Experience Improvement Program Appendix**

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “ACEIP Purposes”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
   1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1[[1]](#footnote-2). For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer’s request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content (“Use Case”). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip>and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) (“**New Use Case**”).
   2. **Expiration of ACEIP Tier 1**. Customer consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer’s request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer.
3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon’s services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Customer wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**.Customer must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Customer to assess Customer’s deployment and determine which on-site services are appropriate. If Customer requires more than 4 consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

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| **System set up and configuration**   * Instructor-led setup of Axon View on smartphones (if applicable) * Configure categories and custom roles based on Customer need * Register cameras to Customer domain * Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access * One on-site session included |
| **Dock configuration**   * Work with Customer to decide the ideal location of Docks and set configurations on Dock * Authenticate Dock with Axon Evidence using admin credentials from Customer * On-site assistance, not to include physical mounting of docks |
| **Best practice implementation planning session**   * Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies * Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management * Provide referrals of other agencies using the Axon camera devices and Axon Evidence * Recommend rollout plan based on review of shift schedules |
| **System Admin and troubleshooting training sessions**  Step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon instructor training (Train the Trainer)**  Training for Customer’s in-house instructors who can support Customer’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations |
| **Evidence sharing training**  Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies |
| **End user go-live training and support sessions**   * Assistance with device set up and configuration * Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**  Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |
| **Post go-live review** |

1. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Customer to assess Customer’s deployment and determine which Services are appropriate. If Customer requires more than 1 day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

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| **System set up and configuration (Remote Support)**   * Instructor-led setup of Axon View on smartphones (if applicable) * Configure categories & custom roles based on Customer need * Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access |
| **/Dock configuration**   * Work with Customer to decide the ideal location of Dock setup and set configurations on Dock * Authenticate Dock with Axon Evidence using “Administrator” credentials from Customer * Does not include physical mounting of docks |
| **Axon instructor training (Train the Trainer)**  Training for Customer’s in-house instructors who can support Customer’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations |
| **End user go-live training and support sessions**   * Assistance with device set up and configuration * Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**  Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |

1. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
2. **CEW Services Packages**. CEW Services Packages are detailed below:

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| **System set up and configuration**   * Configure Axon Evidence categories & custom roles based on Customer need. * Troubleshoot IT issues with Axon Evidence. * Register users and assign roles in Axon Evidence. * **For the CEW Full Service Package**: On-site assistance included * **For the CEW Starter Package**: Virtual assistance included |
| **Dedicated Project Manager**  Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout |
| **Best practice implementation planning session to include:**   * Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies * Discuss the importance of entering metadata and best practices for digital data management * Provide referrals to other agencies using TASER CEWs and Axon Evidence * **For the CEW Full Service Package:** On-site assistance included * **For the CEW Starter Package:** Virtual assistance included |
| **System Admin and troubleshooting training sessions**  On-site sessions providing a step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon Evidence Instructor training**   * Provide training on the Axon Evidence to educate instructors who can support Customer’s subsequent Axon Evidence training needs. * **For the CEW Full Service Package:** Training for up to 3 individuals at Customer * **For the CEW Starter Package:** Training for up to 1 individual at Customer |
| **TASER CEW inspection and device assignment**  Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence. |
| **Post go-live review**  **For the CEW Full Service Package**: On-site assistance included.  **For the CEW Starter Package**: Virtual assistance included. |

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

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| **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. |
| **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 |

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

1. **Signal Sidearm Installation Service**.If Customer purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Customer is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

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| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

1. **Out of Scope Services**.Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
2. **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.
3. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
4. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices (“**User Documentation**”). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed (“**Installation Site**”) per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
5. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional Services.
6. **Customer Network**.For work performed by Axon transiting or making use of Customer’s 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.

**Technology Assurance Plan Appendix**

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan (“**OSP**”), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Customer purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade***.* If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to change Axon Device models for the offered BWC or Dock Upgrade, Customer must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, 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.
9. **Termination**. If Customer’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   2. Axon will not and has no obligation to provide the Upgrade Models.
   3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

**TASER 7 Appendix**

This TASER 7 Appendix applies to Customer’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **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.
2. **Training**.If the Quote includes a training voucher, Customer must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Customer a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “**Training Content**”), Customer may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Customer must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. 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 7 Subscription** |
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

1. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
2. **Access Rights**. Upon Axon granting Customer a TASER 7 Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Customer may not exceed the number of end users than the Quote specifies.
3. **Privacy.** Axon will not disclose Customer Content or any information about Customer except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Customer Content, so Customer may file an objection with the court or administrative body.
4. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Customer’s TASER 7 plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
   1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
   2. Axon will invoice Customer the remaining MSRP for TASER 7 products received before termination.
   3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** 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. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer** **Responsibilities**. Axon’s performance of Auto-Tagging Services requires Customer to:
   1. Make available relevant systems, including Customer’s current CAD or RMS, for assessment by Axon (including remote access if possible);
   2. Make required modifications, upgrades or alterations to Customer’s hardware, facilities, systems and networks related to Axon’s performance of Auto-Tagging Services;
   3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
   4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
   5. Promptly install and implement any software updates provided by Axon;
   6. Ensure that all appropriate data backups are performed;
   7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
   8. Provide Axon with remote access to Customer’s Axon Evidence account when required;
   9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
   10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems**. Customer authorizes Axon to access Customer’s relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

**Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Customer Responsibilities**.Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, “Axon Fleet”) as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, 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.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
   1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server (“**WOS**”). “Use” means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
   2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within WOS.
   3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS (“**WOS** **Updates**”) available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
   4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer’s store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
   1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, “Axon Vehicle Software”.) “Use” means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
   2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon** **Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware (“**Axon** **Fleet Upgrade**”) as schedule on the Quote.
   1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. 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 Axon Fleet Upgrade.
   2. Within 30 days of receiving the Axon Fleet Upgrade, 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 of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Privacy.** Axon will not disclose Customer Content or any information about Customer except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Customer Content, so Customer may file an objection with the court or administrative body.
9. **Axon Fleet Termination.** Axon may terminate Customer’s Fleet subscription for non-payment. Upon any termination:
   1. Axon Fleet subscription coverage terminates, and no refunds will be given.
   2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
   3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer’s Axon Respond to better meet Customer’s needs.
3. **Axon Body 3 LTE Requirements**. Axon Respond 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 only available in the United States, including any U.S. territories. 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.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 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.
5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is madeavailable only within the operating range of the networks. Service may betemporarily refused, interrupted, or limited because of: (a) facilities limitations;(b) transmission limitations caused by atmospheric, terrain, other natural orartificial conditions adversely affecting transmission, weak batteries, systemovercapacity, movement outside a service area or gaps in coverage in a servicearea and other causes reasonably outside of the carrier’s control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
   1. With regard to Axon Body 3, 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 and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

**Add-on Services Appendix**

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Customer.
   1. If Customer purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
   2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage**. For Axon Citizen, Customer may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Customer’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer’s CAD or RMS.

**Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
   1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to 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.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, 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 Citizen, 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.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

**Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, “Virtual Reality Media”).
2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   4. use trade secret information contained in Virtual Reality Media;
   5. resell, rent, loan or sublicense Virtual Reality Media;
   6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Customer’s use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.
5. **Termination**. Axon may terminate Customer’s license immediately for Customer’s failure to comply with any of the terms in this Agreement.

**Axon Commander Software Appendix**

This Appendix applies if Axon Commander is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. “Use” means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Customer may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Customer may make copies of Commander for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Commander for any purpose other than as expressly permitted by this Agreement. Customer may not:
   1. modify, tamper with, repair, or otherwise create derivative works of Commander;
   2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
   3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
   4. copy Commander in whole or part, except as expressly permitted in this Agreement;
   5. use trade secret information contained in Commander;
   6. resell, rent, loan or sublicense Commander;
   7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
   8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Commander or any copies of Commander.
4. **Support**. Axon may make available updates and error corrections (“**Updates**”) to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer’s license immediately for Customer’s failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer’s right to login to Axon Commander.

**Axon Application Programming Interface Appendix**

This Appendix applies if Axon’s API Services are included on the Quote.

1. **Definitions**.
   1. “**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.
   2. “**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.
   3. “**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.
   4. “**Use**” means any operation on Customer’s data enabled by the supported API functionality.
2. **Purpose and License**.
   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.
   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.
   3. 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.
3. **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.
4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:
   1. use API Service in any way other than as expressly permitted under this Agreement;
   2. use in any way that results in, or could result in, any security breach to Axon;
   3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
   4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
   5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
   6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
   7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
   8. frame or mirror API Service on any other server, or wireless or Internet-based device;
   9. make available to a third-party, any token, key, password or other login credentials to API Service;
   10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
   11. disclose Axon’s API manual.
5. **API Content**. All content related to API Service, other than Customer Content or Customer’s API Client content, is considered Axon’s API Content, including:
   1. the design, structure and naming of API Service fields in all responses and requests;
   2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports; and
   3. the structure of and relationship of API Service resources; and
   4. the design of API Service, in any part or as a whole.
   5. Prohibitions on API Content. Neither Customer nor its end users will use API content returned from the API Interface to:
   6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
   7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
   8. misrepresent the source or ownership; or
   9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **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 access or communicate 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 1 year following the release of an API Update for all depreciated API Service versions.

**Advanced User Management Appendix**

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer’s Advanced User Management for Customer’s applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

**Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
   1. “**Axon Digital Evidence Management System**” means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
   2. “**Active Channel**” means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   3. “**Inactive Channel**” means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope**. Customer currently 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 an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon 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.
3. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. 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.
4. **Project Management**. Axon will assign a Project Manager to work closely with Customer’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a goodand workmanlike manner.
6. **Monitoring**. Axon may monitor Customer’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer’s use of channel services.
7. **Customer’s** **Responsibilities.** Axon’s successful performance of the Channel Services requires Customer:
   1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   4. Ensure all appropriate data backups are performed;
   5. Provide Axon with remote access to the Customer’s network and third-party systems when required for Axon to perform the Channel Services;
   6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

**VIEVU Data Migration Appendix**

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope**. Customer currently has legacy data in the VIEVU Solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence (“**Migration**”). Before Migration, Customer and Axon will work together to develop a Statement of Work (“**Migration SOW**”) to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer’s request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon’s resource availability.
   1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management**. Axon will assign a Project Manager to work closely with Customer’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon’s Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
   1. In the event Customer does not accept the Migration, Customer agrees to notify the Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide the Axon written rejection of the Migration during these 90 days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer 90 days’ notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a goodand workmanlike manner.
9. **Monitoring**. Axon may monitor Customer’s use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer’s use of Migration.

**Axon Support Engineer Appendix**

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Customer.
2. **Full-Time ASE Scope of Services.** 
   1. A Full-Time ASE will work on-site four (4) days per week.
   2. Customer’s Axon sales representative and Axon’s Customer Success team will work with Customer to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Customer’s needs and availability of a Full-Time ASE.
   3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Customer, and Customer is current on all payments for the Full-Time ASE Service.
   4. The Full-Time ASE **Service options are listed below:**

|  |
| --- |
| 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 |
| Account Maintenance  Conducting on-site 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 |
| Data Analysis  Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  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 on-site, tier 1 and tier 2 technical support for Axon devices  Proactively monitoring the health of Axon equipment  Creating and monitoring RMAs on-site  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 |

1. **Regional ASE Scope of Services**
   1. A Regional ASE will work on-site for 3 consecutive days per quarter. Customer must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
   2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Customer, depending upon the availability of a Regional ASE.
   3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Customer and Customer is current on all payments for the Regional ASE Service.
   4. The Regional ASE service options are listed below:

|  |
| --- |
| Account Maintenance  Conducting remote training on new features and devices for Customer’s leadership  Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program  Conducting weekly conference calls to cover current issues and program status  Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon devices |
| Direct Support  Providing remote, tier 1 and tier 2 technical support for Axon devices  Creating and monitoring RMAs remotely |
| Data Analysis  Providing quarterly Axon usage data to identify trends and program efficiency opportunities  Comparing an Customer's Axon usage and trends to peers to establish best practices  Proactively monitoring the health of Axon equipment and coordinating returns when needed |
| Customer Advocacy  Coordinating bi-yearly Voice of Customer meetings with Device Management team  Recording and tracking Customer feature requests and major bugs |

1. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
2. **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Customer to coordinate any time off and will provide Customer with at least 2 weeks’ notice before utilizing any vacation days.

**Video Integration Suite (VIS) Appendix**

If the Quote includes Axon's On Prem Video Integration Suite ("**VIS**") product, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the VIS software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for 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. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer’s rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term**. For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon’s notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.t
7. **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 describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation"), or return such copies to Axon. Customer agrees that with respect to any copies that may exist with respect to media containing regular backups of Customer’s computer or computer system, that Customer shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **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, by 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 list of Specially Designated Nations or the U.S. Department of Commerce’s Table of Denials.
9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

1. For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed. [↑](#footnote-ref-2)