

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.<sup>1</sup> The Trial Period is 365 days unless extended by Axon. This offer from Axon is void where prohibited by law or regulation.

**1. Trial Kit.** The Trial Kit may include the following:

- 74016 – Axon Body 2
- 70042 – Axon Dock, Single Camera Bay
- 70043 – Axon Dock, 6-Camera Bay
- 11530 – Axon Flex 2 T&E Kit (Camera system, multi-mount, viewer, case).
- 11541 – Axon Flex 2 Single-Bay Dock
- 11542 – Axon Flex 2 Six-Bay Dock
- 11523 – Axon Fleet T&E Kit
- 11524 – Axon Signal T&E
- 11552 – CradlePoint T&E Kit
- 11559 – T&E, PPM, Signal

which will be specified on your Sales Order ("Product"). Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Product as part of the Trial Kit. Axon's warranty, limitations and releases for the Products is applicable and available on Axon's website at [www.axon.com](http://www.axon.com).

**2. Agency Obligations.** You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all Axon materials, including all addendums attached hereto regarding the Products during the Trial Period. Upon request of Axon, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials.

**3. Return of Product.** You agree to either return the Product to Axon within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and

shipping costs pursuant to Axon's standard sales terms and conditions. If any individual piece of the Trial Kit is not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes. In the event you decide to enter into a contract with Axon after the Trial Period for the continued use of the Evidence.com Services, Axon will negotiate pricing with you at that time.

If you choose to return the Product to Axon instead of purchasing the Product, you agree to return the Product to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by Axon. Product is to be returned via the RMA process to Axon Enterprise, Inc., 17800 N. 85<sup>th</sup> Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

**4. Agency Data.** With your return of the Product, you may request Axon make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

**5. Proprietary Information.** You agree that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

**6. Intellectual Property.** You acknowledge and agree that you do not acquire ownership of any rights in the Product or Evidence.com services, and that Axon and its affiliates own all right, title and interest in and to the Product and Evidence.com services, and its data and any modifications, alterations, translations or derivative works relating to the Products and Evidence.com services.

**7. Confidentiality.** You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third

person or entity and only to those people of your Agency who have a need to know.

**Formal Matters.**

- A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.
- B. Entire Agreement; Modification; Severability. This Agreement incorporates the Community One Field Trial Addendum in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.
- C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Agency**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup>This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc.

▲ ▲ AXON, Axon, Axon Body 2, Axon Capture, Axon Dock, Axon Flex 2, Axon Fleet, Axon Signal, Axon View, Evidence.com, and Evidence Sync are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved.

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## NATIONAL FIELD TRIAL ADDENDUM

This Addendum sets forth the terms and conditions for the delivery, use, and support of Axon products and services as detailed in the Field Trial Agreement, which is hereby incorporated by reference.

### 1 **Definitions.**

**“Documentation”** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Addendum, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Addendum.

**“Evidence.com Service”** means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Addendum for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

**“Installation Site”** means the location(s) where the Products are to be installed.

**“Products”** means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Addendum.

**“Quote”** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Addendum or issued and accepted after the Effective Date of this Addendum will be subject to the terms of this Addendum. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

**“Services”** means all services provided by Axon pursuant to this Addendum.

**“Agency Content”** means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

2 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Addendum or violation of applicable law by the Agency or any of the Agency’s end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact

with or on the Evidence.com Services.

### 3 **Warranties.**

**3.1 Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

### **3.2 Warranty Limitations.**

**3.2.1** The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

**3.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**3.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

**3.3 Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

**3.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

**3.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

**4** A replacement product will be new or like new and have the remaining warranty period of the

original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

## Evidence.com Terms of Use Addendum

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Addendum by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
  
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Addendum or applicable laws.
  
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Addendum.
  
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com

Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency 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 Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
  
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device.
  
- 7 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
  - 7.1. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 7.2. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Addendum.
  
- 8 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
  
- 9 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Addendum; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Addendum; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Addendum; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the



Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Addendum are conditional on continued compliance this Addendum, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Addendum. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at [www.axon.com](http://www.axon.com)).



## Professional Services Addendum

**1 Scope of Services.** The project scope will consist of the Services identified on the Quote.

**1.1.** The Package for the Axon and Evidence.com related Services are detailed below:

<p><b>System set up and configuration</b>            Setup Axon View on smart phones (if applicable).            Configure categories &amp; custom roles based on Agency need.            Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.            Work with IT to install Evidence Sync software on locked-down computers (if applicable).            For the Full Service Package: One on-site session Included</p>
<p><b>Dock installation</b>            Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.            Authenticate Dock with Evidence.com using “admin” credentials from Agency.            Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment.            On site Assistance Included</p>
<p><b>Dedicated Project Manager</b>            Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p><b>Weekly project planning meetings</b>            Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p><b>Best practice implementation planning session—1 on-site session to:</b>            Provide considerations for establishment of video policy and system operations best practices based on Axon’s observations with other agencies.            Discuss 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 products and Evidence.com services            Create project plan for larger deployments.            Recommend rollout plan based on review of shift schedules.</p>
<p><b>System Admin and troubleshooting training sessions (only included in Full Service Package)</b>            2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com.</p>
<p><b>Axon instructor training</b>            Prior to general user training on Axon camera systems and Evidence.com services, Axon’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>
<p><b>End user go live training and support sessions</b>            Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.</p>
<p><b>Implementation document packet</b>            Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go live review session</b></p>

**1.2.** Additional training days may be added on to any service package for additional fees set forth in the Quote.

- 2** **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3** **Delivery of Services.**
- 3.1. Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 3.2. Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4** **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency 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 the Agency.
- 5** **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Addendum, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 6** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.