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LEE'S SUMMIT
MISSOURI

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made by and between the City of Lee's Summit, a Missouri municipal corporation ("**City**") with principal place of business at 220 S.E. Green Street, Lee's Summit, Missouri 64063-2706, and **Axon Enterprise, Inc.**, a Delaware corporation with a principal place of business at 17800 N. 85th Street, Scottsdale, AZ 85255-6311 ("**Supplier**"). This Agreement shall become effective upon the date that this Agreement has been signed by both Parties (the "**Effective Date**"). City and Supplier each may be referred to as a "Party" and collectively may be referred to as the "Parties."

ARTICLE 1 - DEFINITIONS

1.1. As used in this Agreement and in addition to any other terms defined herein, the capitalized terms used herein will have the meanings set forth in **Attachment A (Definitions)** of this Agreement, which is incorporated herein by reference.

ARTICLE 2 - SERVICES

2.1. Statements of Work. This Agreement establishes the terms and conditions pursuant to which Supplier will perform Services on behalf of City. Certain Axon Devices and Services, including but not limited to Axon Interview Room, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service Deliverables ("**SOW**")Except as set forth in an SOW, Supplier is responsible for performing due diligence, including for any costs incurred by Supplier in performing due diligence, to scope and price each SOW. In the event Supplier provides a SOW to City, Supplier is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement 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. Any applicable SOW is incorporated into this Agreement by reference.

2.2. SOW Terms. With respect to each such SOW: (i) all terms of this Agreement will apply with respect to such SOW, except to the extent certain provisions are expressly excluded in such SOW; (ii) the provisions of an SOW will only apply with respect to that SOW only, and will not apply to any other SOW unless an applicable provision expressly states otherwise; and (iii) references in this Agreement to Services will be deemed to refer to the Services set forth in such SOW.

2.3. Conflict Resolution. To the extent any of the terms and conditions in the Quote(s), statement of work or any other document executed between the parties for any contract conflict with the terms and conditions of this Agreement, the provisions of this Agreement will govern unless the SOW contains an express declaration of the intent to supersede the provision in this Agreement. Otherwise, to the extent there are any conflicts, the provisions of this Agreement will govern.

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2.4. Click-Wrap Disclaimer. The Parties acknowledge that each City user may be required to click "Accept" as a condition of access to the Supplier's services or website, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for the City and any user accessing Supplier's services or website as an agent for the City. Any 'terms of use' or 'privacy policy' or 'acceptable use policy' or any other policy referenced therein, terms or policy referenced by online links in this Agreement, or terms or policy conditioned for use of the services or website shall only apply to the extent such terms or policies are expressly included as exhibits hereto, shall only apply to the extent such terms or policies exist as of the Effective Date, shall not be subject to change by the Supplier, and shall be subordinate to the substantive provisions of the Agreement.

2.5. Shipping. Supplier may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination (Incoterms 2020) via common carrier. Title and risk of loss pass to City upon Supplier's delivery to the agreed upon destination. Supplier is responsible for any shipping charges in the Quote.

2.6. Returns. All sales are final. Supplier does not allow refunds or exchanges, except warranty returns or as provided by state or federal law or for warranty returns or product returns under the Technology Assurance Plan.

ARTICLE 3 - SUPPLIER PERSONNEL

3.1. Policies and Training Required of Supplier Personnel. The City reserves the right to remove any Supplier Personnel physically located at City's facilities who engage in any type of workplace misconduct.

3.2 Background Checks Security Clearance and Access. Supplier will perform a background check on all Supplier Personnel as a condition of their employment. Any personnel that have a background check that reveals a Disqualifying Offense must be disqualified by Supplier from performing services for City. "Disqualifying Offense" means (i) significant criminal history or drug use; (ii) computer related information and technology crimes; (iii) fraudulent practices, false pretenses and frauds, and credit card crimes; (iv) forgery and counterfeiting; (v) violations involving checks and drafts; (vi) misuse of medical or personnel records; (vii) felony theft; or (viii) similar crimes of dishonesty. Supplier will provide City with confirmation that the required background checks have been completed at any time upon request.

Axon will provide City a list of AXON employees, agents, installers or representatives which require access to the City's facilities in order to perform work pursuant to this Agreement. Axon will ensure that each employee, agent, or representative has been informed of and consented to a criminal background investigation by City for the purpose of being allowed access to City's facilities. If AXON employee, agent or representative

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

does not pass the criminal background investigation, AXON will provide an individual who qualifies.

3.3 Location of Supplier Personnel. Reserved.

3.4 Offshore Personnel. Supplier may engage personnel outside the continental United States and Canada ("Offshore Resources") to provide development and support services (the "Offshore Services") as contemplated under this Agreement. Specifically, Supplier's Offshore Resources will provide Offshore Services from the following country/countries: Australia, within the European Union, United Kingdom and Vietnam. Use of other subcontractors or agents located outside the borders of the United States providing Offshore Services not otherwise identified herein requires the prior written consent of City. If Supplier desires to utilize personnel not located in the United States or otherwise identified herein to perform the Services, then in order to request City approval to utilize such personnel and prior to such services being rendered, Supplier will notify City of the following in writing: (i) which Services will be performed by personnel not located in the United States; (ii) where such personnel will be located during the performance of such Services; (iii) the names (and all other contact and identification information reasonably requested by City) of all personnel performing such Services; (iv) which measures will be taken by Supplier to ensure that the rights conveyed to City under this Agreement will be valid and legally enforceable in the jurisdiction in which such Services are performed; and (v) how Supplier will monitor the performance and security of any such Services. City may approve or deny Supplier's request in its sole discretion. Further, City will have the right to revoke the approval in a manner and in a timeframe deemed appropriate by City in its sole discretion. Notwithstanding anything contained in this Section to the contrary, the location of the performance of any Services will in no way limit or otherwise reduce the rights conveyed by Supplier to City under this Agreement, and Supplier will take any and all actions necessary to secure, protect and enforce such rights in the foreign jurisdiction.

3.5 Personnel Selection. Supplier will conduct an evaluation to determine whether the Supplier Personnel are qualified to perform the Services. Upon City's request, Supplier will provide City with evidence of the qualifications of any Supplier Personnel assigned to perform any Services.

3.6 Replacement Personnel. City will have the right to reasonably and in good faith request the removal of any Supplier Personnel from performing Services for City, and Supplier will take into consideration such good faith request and conduct its own assessment in making the decision to remove such Supplier Personnel from assignment of Services to City. Supplier Personnel who do not meet background check requirements, will not be permitted to provide Services. Further, City will also have the right, in good faith, to request removal of Supplier Personnel.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

3.7 Subcontracting. Supplier must secure City's written approval prior to subcontracting the performance of any of its obligations under any SOW. Identification of a Subcontractor and the applicable Services in a Quote and/or an SOW will constitute City approval.

3.7.1. If City approves such subcontracting, the Supplier will remain liable and responsible for the performance of such Subcontractor and will cause any Subcontractor to comply with all requirements set forth in this Agreement. Supplier will monitor the performance of each Subcontractor for quality and compliance with this Agreement. Upon request, Supplier will provide City with evidence, in form and substance satisfactory to City, concerning the rendering of such Services.

3.8 Personnel Taxes. Supplier will be responsible for its compliance with applicable federal and state laws and specifically assumes exclusive responsibility for payment of all taxes or contributions that, under such laws, may be payable based on the employment of such party's employees including, by way of illustration but not limitation, social security taxes, unemployment compensation taxes, worker's compensation assessments, and any other employee-related taxes or assessments. Supplier acknowledges that none of Supplier's employees or contractors is entitled to participate in any of City's benefit plans under any circumstances.

3.9 Equal Opportunity Clause. Supplier and all Subcontractors will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE 4 - SUPPLIER OBLIGATIONS

4.1. Compliance with Laws and Directives. Supplier agrees to perform all Services in a manner consistent with, and in compliance with, all applicable federal, state and local laws, regulations ordinances and orders, including all applicable privacy laws ("**Applicable Law**"). Supplier will comply with and be responsible for the costs and expenses of compliance with: (i) all Applicable Laws; (ii) any government approvals required for Supplier to provide the Services; and (iii) City's compliance directives and business processes applicable to the Services. Supplier will comply with applicable state and federal privacy laws for any personally identifiable information it receives in the course of doing business with City. If the Supplier or any Services or Deliverables are not compliant, Supplier, and not City, will be financially responsible for such non-compliance and remediation, including any fines or penalties assessed against City. To the extent that any provision of this Agreement conflicts with provisions of Applicable Law, or federal

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program participation, such Applicable Laws or conditions of federal program participation will govern.

Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. City acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). City represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities. City must promptly notify Axon of any change in status, and Supplier may terminate this Agreement if City or any End User becomes a Restricted Person or violates export laws.

4.2. Disclosures and Information. Supplier will notify City in writing within seventy-two (72) hours following the occurrence of any event that would impact the Supplier's or any Subcontractor's (including officers, directors, or employees performing Services) ability to carry out its duties and obligations or otherwise perform under this Agreement. These events may include, but not be limited to, non-compliance with or violations of laws, loss or revocation of licenses or accreditations, government sanctions or other corrective action, or any other event that causes a material change in the Supplier's ability to perform under this Agreement. Further, Supplier will notify City of any governmental approvals needed in order for City to receive the Services.

4.3. Obtaining Substitute Performance. Without prejudice to any of City's other rights and remedies under the Agreement or at law, City has the right, in its sole discretion, to provide the Services (or part thereof) itself or through one or more third parties where: (i) a breach by Supplier of any of its obligations under the Agreement, including failure to meet service levels or performance standards, has occurred which has created or is likely to result in a material interruption or disruption in the provision of the Services and such underlying event or occurrence that caused the interruption or disruption in the provision of the Services has not been cured by Supplier after thirty (30) days of receipt of notice of such failure; (ii) a Regulatory Authority advises City in writing that the exercise of City's step-in rights is necessary; or (iii) City has reasonable suspicion that acts of fraud are being committed in relation to any or all of the Services. If City exercises its Step-In Rights, City will not be obliged to pay or make any payments to Supplier for Services that City is providing under this Section.

4.4. Cooperation. Supplier agrees that it will reasonably cooperate with other City suppliers, as applicable, during the Term of this Agreement, including suppliers whose services overlap or complement Supplier's Services.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

4.5 Consents. Supplier shall promptly obtain and maintain all consents required for Supplier to provide the Services, including third party licenses, permissions, authorizations, and approvals.

4.6 Excluded Entity. As of the Effective Date, neither Supplier nor any of its owners, principals, agents, or employees performing the Services are excluded, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any federal procurement program. Supplier will promptly notify City if Supplier or any of its owners, principals, agents, or employees performing the Services are excluded, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any federal procurement program.

4.7 Records. Reserved.

ARTICLE 5 - BILLING AND PAYMENT

5.1. Compensation. The Parties agree to the following for payment for Services:

5.1.1. City agrees to compensate Supplier for the provision of Axon Devices or Services provided under this Agreement. Such compensation will be outlined in each applicable Quote.

5.1.2. In the event of any overpayment, duplicate payment, or other payment of an amount in excess of that to which Supplier is entitled under this Agreement, Supplier will promptly notify City of overpayments upon learning of them. City may decide to either adjust future invoices or refund such overpayment to City. Supplier will refund City within thirty (30) days of receipt of City's request for a refund, if applicable.

5.2. Invoices. Supplier invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Supplier invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-canceable except to the extent that the City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Agreement. The City shall keep Supplier informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Supplier hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section. Each invoice must include a purchase order ("**PO**") number which will be provided by City. Additionally, City will notify Supplier if the PO contains multiple lines and, if so, the invoice must clearly reference which PO line the invoiced amount represents. Notwithstanding the foregoing, failure by the City to provide the PO to Supplier will not nullify City's payment obligations. Supplier agrees to accept payment for Services by electronic payment services, where possible. City will pay any undisputed amounts owed to Supplier within thirty (30) days of invoice date, subject to the following requirements:

5.2.1. Supplier will submit invoices in PDF format (or other mutually agreed upon format) by email to (ap@cityofls.net). If Supplier submits an invoice without the correct PO number or the applicable PO line item detail, City will deem such invoice to be an improper invoice, and in such cases, City reserves the right to return such invoice to Supplier. City will not consider the invoice for payment until Supplier resubmits such invoice with the correct PO number or the applicable PO line item detail.

5.2.2. Supplier will invoice City for the fees in accordance with the requirements as set forth in the applicable SOW. Supplier must submit invoices in the month following the month in which such charges became due. Provided that City does not cause Supplier to delay submitting its charges, City shall not be responsible for charges submitted more than one hundred eighty (180) days following the month in which such charges were incurred, excluding overcharges and undercharges related to invoices submitted in accordance with this Agreement.

5.2.3. In the event there are payment disputes against an invoice, Supplier may resubmit the invoice (which requires a new invoice number) for the undisputed portions. The remaining fees that are in dispute will require resubmission (which requires a new invoice number) after the resolution of such dispute.

5.2.4. From time to time, as reasonably requested in writing of Supplier, City may request that Supplier revise the format and content of invoices for the Services then being provided. Upon receipt of such request, Supplier will revise the format and content of the invoices as reasonably requested as soon as commercially practical, but in no event later than the second billing cycle following the request change.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

5.3 No refusal of Services. Supplier may not terminate this Agreement or any SOW, or refuse to provide Services including Termination Assistance as set forth in **Section 7.6 (Termination Assistance)**, due to City's refusal to pay any amount due under this Agreement, which City, in good faith, disputes is due and where City has otherwise complied with **Section 12.1 (Dispute Resolution)**.

5.4 Service Taxes. The City is tax exempt from the foregoing taxes and tariffs including, but not limited to, sales, use, excise, gross receipt, and personal property taxes on any City personal property, whether owned or leased, or any other form of tax based on Services performed, equipment used by Supplier solely to perform Services for City, and the communication or storage of data, but does not include taxes based upon Supplier's income or any personal or real property taxes on Supplier property, or payroll taxes for Supplier's Personnel, agents or Subcontractors. Furthermore, City hereby notifies Supplier, and Supplier acknowledges that the City is not subject to state or local taxes in accordance with the Missouri law, section 12 CSR 10-110.955, and Supplier agrees not to charge City for such taxes or similar charges or fees. Supplier will assist City in complying with state laws that exempt certain methods of software delivery from sales tax assessment.

ARTICLE 6 - AUDITS AND RECORD KEEPING

6.1. Audit Rights. Supplier will, and will cause its Subcontractors to, comply with all investigations, inspections, evaluations, reviews, hearings and audits (hereinafter collectively "Audits") conducted by City and its designees, and any Regulatory Entity or their designees to which City or its designees are subject, as applicable to the Services under this Agreement. Such compliance will include, without limitation, providing access to books and records, contracts, locations, third party certifications, and other records of Supplier as applicable that pertain to:

(i) Services performed under this Agreement including, but not limited to, certifications, performance measures, quality control, service levels, personnel requirements, monitoring capabilities, measurement tools, and compliance with any business requirements set forth in an SOW;

(ii) Compliance with Applicable Laws;

(iii) Compliance with this Agreement;

(iv) Supplier's financial solvency including, but not limited to, letters of credit, published financial statements, and other evidence of Supplier's ability to provide the Services;

(v) Third party audits or reviews relating to business processes or security controls;

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

(vi) Physical security and conditions of applicable facilities; or

(vii) Data security including documentation of security controls.

6.2. Audit Records and Reviews. Audits will take place during regular business hours and upon reasonable written notice and demand. City will have access to and the right to inspect, evaluate, audit and copy all relevant information and records and to have access to relevant Supplier Personnel that can answer questions related to the Audit.

6.3. Time Frame. Supplier will comply with this **Article 6**, as applicable: (i) during the Term and for a period of five (5) years thereafter; (ii) during the record retention period specified in an SOW or as required by law; (iii) as required by a Regulatory Entity or in accordance with Applicable Laws; or (iv) when any records are then under review by City, any Regulatory Entity, or their designee, in which case access will be provided for the time period such entity deems appropriate.

6.4. Audit Completion. Upon finalization of an Audit, City may propose corrective action and will provide written requirements of what results must be addressed to correct any deficiencies. City will periodically monitor Supplier after an audit that requires corrective action, and in such cases will periodically conduct impromptu audits. Supplier acknowledges that City, or any Regulatory Entity, will have the right to additional Audits, even such items that were previously subject to an Audit or may conduct such Audits for regulatory and verification purposes for compliance with Applicable Laws and requirements. In addition, Supplier understands that any closed audit periods are always subject to reopen pursuant to: (i) an investigation by any Regulatory Entity; (ii) a self-insured group request for an audit; (iii) fraud or an investigation of such; (iv) a lawsuit; or (v) criminal investigation which necessitates reopening of such audit. Further, Supplier will reimburse City for all reasonable costs incurred during any re-inspection.

6.5. Audit Costs. Each Party will be responsible for their own reasonable expenses incurred in connection with an Audit. To the extent feasible, Supplier will deliver records required for the audit electronically, and by a secure method of transmission, except where an original or paper copy is required by any Regulatory Entity. Specifically, but without limiting, the foregoing: (i) Supplier is responsible for all costs related to third party auditors that Supplier engages; (ii) Supplier will be responsible for all reasonable costs related to the delivery and provision of records and Supplier Personnel to interface with City designated auditor(s), as well as review and respond to audit findings; and (ii) City will be responsible for costs incurred by City and City designated auditors. Notwithstanding the foregoing, if a financial Audit reveals that City was overcharged by ten percent (10%) or more, then Supplier will pay all reasonable costs of the Audit.

ARTICLE 7 - TERM AND TERMINATION

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

7.1. Effective Date. This Agreement will become effective as of the Effective Date and continues until all subscriptions hereunder have expired or have been terminated by a Party.

7.1.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote, Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term")

7.2. Termination With Cause. A Party may terminate this Agreement for cause if it provides thirty (30) days of written notice of such breach to the other Party and the breach remains uncured thirty (30) days after written notice. If City terminates this Agreement due to Supplier's uncured breach, Supplier will refund prepaid amounts on a prorated basis based on the effective date of termination. Further, even if the breach is not otherwise considered material, City may terminate this Agreement or the applicable SOW for cause, with a "cure" period as permitted by the City, upon the occurrence of any of the following:

7.2.1. Supplier is subject to material disciplinary action by any Regulatory Entity with jurisdiction over Supplier;

7.2.2. Supplier fails to provide the personnel or infrastructure (technology, processes, and management oversight) in order to provide the Services within the time specified in this Agreement or within an SOW;

7.2.3. Except as otherwise set forth in an SOW, Supplier's failure to comply with the business requirements or meet the milestones, service levels, or performance standards set forth in any applicable SOW;

7.2.4. Supplier's breach of Attachment C (Technology Terms and Conditions)

7.2.5. Any finding of fraud, or conviction of a felony involving the Supplier;

7.2.6. Supplier's failure to comply with the audit, and audit-related provisions and obligations set forth in Article 6 (Audit).

7.2.7. Supplier's breach or violation of or inaccuracy in any obligations, representations, warranties or covenants, or other material breach of this Agreement made by Supplier;

7.2.8. Supplier's breach of any third party agreement or license Supplier uses to perform Services;

7.2.9. Supplier's breach of or failure to perform or comply with any of Supplier's obligations under **Article 8 (Confidentiality)**; or

7.2.10. From any actual legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including, without limitation, attorneys' fees and costs that City's Indemnified Persons may incur arising out of or relating, directly or indirectly, to: (i) the unauthorized use or disclosure of Personally Identifiable Information.

7.3. Termination by Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, City may terminate this Agreement. City will deliver notice of

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

termination under this section as soon as reasonably practicable. Further, City may terminate this Agreement, upon written notice, unless a "cure" period is permitted by the City, upon the occurrence of any of the following:

7.4. Changes in laws or new laws require the deletion of any provision of this Agreement that, if deleted, would destroy the underlying purpose of this Agreement or have a material adverse impact on Supplier's ability to perform the Services or City's ability to use the Services;

7.5. City's continuation as a party bound to this Agreement would cause the City to be in conflict with an Applicable Law or order or action by a Regulatory Entity and the conflict, if not resolved, could have a material adverse effect on City;

7.6. Termination is required by a Regulatory Entity;

7.7. Supplier's: (i) institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Supplier under any section or chapter of the Bankruptcy Code, as amended, or under any similar laws or statutes of the United States (or any state thereof) or under any Applicable Law in any jurisdiction in which Supplier or a Supplier Service Location is located, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; (ii) insolvency or making of an assignment for the benefit of creditors or the admittance by Supplier of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of Supplier not involving the Bankruptcy Code; (iii) initiation of any corporate action taken by the Board of Directors of Supplier in furtherance of any of the above actions; or (iv) assignment by Supplier of all or substantially all of its assets for the benefit of creditors, or Supplier's Board of Directors takes any corporate action in furtherance of the above action; or

7.8. City has the right to terminate this Agreement, any SOW, or any Services, in any case in whole or part, in the event of a change in control of Supplier.

7.9. Termination by Supplier. Supplier may terminate this Agreement or an applicable SOW: (i) upon thirty (30) days' written notice with a right to cure for City's material breach of this Agreement; or (ii) upon ninety (90) days' written notice with a right to cure for City's undisputed late payments.

7.10. Effect of Termination. Notwithstanding Section 8 of Attachment C and "Termination and Return or Deletion of City Data" of the DPA, upon Termination of this Agreement, the City's licenses granted herein shall immediately terminate. City remains responsible for all fees incurred before the effective date of termination. If City purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement is terminated for convenience by City before the end of the Term, Supplier will invoice City the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, City may return Axon Devices to Supplier within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

7.11. Termination will not affect any rights or obligations hereunder, that have previously accrued, that will thereafter arise with respect to any occurrence prior to termination, including all confidentiality obligations, or as required by **Section 12.16 (Survival)**. Further, Supplier will refund to City any sums paid to Supplier hereunder in anticipation of Services not yet performed and City will pay Supplier for all actual fees owed for services rendered through the date of termination and any termination fee expressly set forth in the applicable SOW.

7.12. Termination Assistance. The following terms will apply to Services provided after notice of termination of this Agreement or any one or more SOWs, as applicable:

7.12.1. Termination Assistance. Supplier covenants that upon notice of termination of this Agreement or any one or more SOWs, by either Party at any time, regardless of reason, Supplier will provide assistance as reasonably requested by City to minimize the disruption to City's business in the transition of performing the Services and Supplier specifically agrees to aid with transition of Services by Supplier back to City or a City designated third party (collectively referred to as "**Termination Assistance**").

7.12.2. Termination Assistance Period. The Termination Assistance fees shall be set forth in the applicable SOW. If Termination Assistance fees are not set forth in the applicable SOW, the Termination Assistance will be provided at a rate for comparable Services as set forth in the applicable SOW. Termination Assistance will be provided for the period requested by City, even if it extends beyond the term of the applicable SOW. If Termination Assistance is requested by City for more than six (6) months, the Parties will mutually agree to a time period for Termination Assistance services.

ARTICLE 8 - CONFIDENTIALITY

8.1 Confidential Information. The Parties acknowledge that the City is a governmental body subject to state and federal public records laws, including the Missouri Section 610 RSMo Sunshine Law and Freedom of Information laws. Supplier agrees that it understands the City's obligation to disclose information publicly and will not prevent such disclosure. Confidential Information shall be limited to any information exchanged between the Parties that is exempt from disclosure under applicable public records laws, including but not limited to proprietary business information, trade secrets, financial records, or personally identifiable. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. Supplier may publicly announce information related to this Agreement.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ARTICLE 9 - INTELLECTUAL PROPERTY

9.1 Third Party Intellectual Property. To the extent that any third party holds Intellectual Property rights in any software, licenses, information, documents or materials Supplier provides to City, unless an SOW specifies otherwise, Supplier will have obtained the right to use, and to authorize City to use, such Intellectual Property both during and upon expiration or termination of the Term. If any third party Intellectual Property requires a separate license between City and such third party, or if there are additional license terms that impose obligations on City, Supplier will notify City and provide City with the third party license requirements or agreement, as applicable.

9.1.1 Supplier IP Rights. Supplier owns and reserves all right, title and interest in Axon-manufactured Devices and Services and suggestions to Supplier, including all related intellectual property rights. City will not cause any Supplier proprietary rights to be violated.

9.2 General Rights.

9.2.1 Adaptation. City has the right to adapt Documentation for City's internal use for purposes including, but not limited to, making notes, training materials, and desktop references.

9.2.2 Cooperation on Enforcement of Intellectual Property Rights. Each Party agrees to reasonably cooperate with and reasonably assist the other Party in connection with the investigation or pursuit of violations of Intellectual Property rights.

9.2.3 Independent Development. Subject to **Section 8** (Confidentiality) and this **Section 9**, nothing in this Agreement will preclude either party from independently developing for itself, or for others, materials that are competitive with the Services, irrespective of their similarity to the Services.

9.2.4 City Feedback. All feedback provided by City to Supplier regarding Supplier Intellectual Property is provided "as is" and Supplier covenants not to assert any claims against City, and City assumes no liability, for any feedback or information provided to Supplier for enhancements or modifications to Supplier Intellectual Property.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1. Limited Warranty. Supplier represents and warrants that Axon-manufactured Devices, Except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of City's receipt, except Signal Sidearm which Supplier warrants for thirty (30) months from City's receipt and Axon-manufactured accessories, which Supplier warrants for ninety (90) days from City's receipt, respectively, from the date of City's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term

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purchased. The extended warranty is further described in the Technology Assurance Plan Appendix, incorporated herein as part of Attachment F. Additionally, Supplier represents and warrants that: (i) all professional services will be performed by or on behalf of City in a timely, professional, and workmanlike manner in accordance with applicable industry standards and practices; (ii) all professional services will be performed in accordance with Applicable Laws; (iii) all professional services will be performed in accordance with the document retention and other requirements agreed to by Supplier in this Agreement or any SOW; (iv) Supplier possesses the necessary licenses, equipment, personnel and other expertise necessary to provide the Services as set forth herein; (v) Supplier Personnel rendering the professional services will have the appropriate technical skills, training, experience, and expertise to enable Supplier to perform its responsibilities hereunder; and (vi) that any Subcontractor that provides professional services will meet all requirements set forth in this Agreement and applicable SOWs. If City notifies Supplier in writing of a breach of any of the foregoing warranties, Supplier will re-perform any Services to cause them to materially conform to the foregoing warranties at no additional cost to City within thirty (30) days of the date of such notice.

10.2. Inducements. Supplier represents and warrants that it has not given and will not give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements to any personnel, representatives, or agents of the other party in connection with the Agreement.

10.3. Power and Authority. Supplier represents and warrants that: (i) it is duly organized, validly existing and in good standing; (ii) it has full power and authority to execute, deliver and perform this Agreement; and (iii) this Agreement, once validly executed by both parties, is a valid and binding obligation of such parties in accordance with its terms.

10.4. Violation of Law. Supplier represents and warrants that the performance of its obligations under this Agreement will not violate any Applicable Laws.

10.5. Software Warranty. The Supplier warrants that software and Axon Cloud Services will perform in all material respects in accordance with the applicable documentation; the software and Axon Cloud Services will not knowingly contain any malicious code, virus, or other harmful component intentionally designed to disrupt the City's systems.

10.6. Claims. If Supplier receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Supplier'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. Supplier will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

10.6.1. If City exchanges an Axon Device or part, the replacement item becomes City's property, and the replaced item becomes Supplier's property. Before delivering an Axon-manufactured Device for service, City must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Supplier 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 Supplier for service.

10.7. Spare Axon Devices. At Supplier's reasonable discretion, Supplier may provide City 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 City submits the broken or non-functioning units, through Supplier's warranty return process. Supplier will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to City in accordance with shipping terms of this Agreement. Supplier assumes no liability or obligation in the event City does not utilize Spare Axon Devices for the intended purpose.

10.8. Limitations. Supplier'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 Supplier without Supplier's written permission; or (f) Axon Devices with a defaced or removed serial number. Suppliers warranty will be void if Customer resells Axon Devices.

10.8.1. The warranties and remedies set forth in this Agreement are exclusive to the extent permitted by law.

ARTICLE 11 - INDEMNIFICATION AND LIABILITY

11. Supplier General Indemnifications. Supplier will indemnify and hold harmless City and any officer, director, employee, agent or representative of City (the "**City Indemnified Parties**") from and against any claim, action, cause of action, fines, penalties, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs (including costs and fees related to enforcement of indemnification obligations) ("**Claim**"), arising out of or in connection with the following:

11.1.1. Third-party claim for bodily injury, death, or damage to tangible property, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Supplier, its employees, agents, or subcontractors in the performance of this Agreement. Supplier's obligation shall not apply to the extent a claim arises from the negligence or willful misconduct of City.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

11.1.2. Third party claims for any negligence, misconduct, or violations of law to the extent arising out of acts or omissions of Supplier, or any person or entity acting on Supplier's behalf, during the course of the performance of Services hereunder;

11.1.3. Reserved.

11.1.4. Reserved.

11.1.5. Reserved.

11.1.6. Reserved.

11.2. Supplier Infringement Indemnification. Supplier will indemnify and hold harmless the City from and against, any Claim arising out of or in connection with any and all Claims alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes, misappropriates, or violates any third party Intellectual Property right.

11.2.1. If City's right to use, receive or enjoy the Services is enjoined or appears likely to be enjoined, or any portions thereof are held, or in either party's reasonable judgment are likely to be held, in any suit to infringe, misappropriate or violate a third party's Intellectual Property rights, Supplier will give immediate notice and the Supplier may within a reasonable time, not to exceed sixty (60) days from the time it becomes aware of the infringement, at its option and sole expense and in such a manner as to minimize the disturbance to City's business activities and rights under this Agreement, do one of the following:

(i) obtain for City the right to continue receiving and using the Services free of claims of infringement, misappropriation and violation;

(ii) modify the Services so that they no longer infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the Services or adversely affect City's intended use as contemplated by this Agreement); or

(iii) replace the Services with non-infringing functional equivalents acceptable to City.

Provided, however, that after any such replacement or modification, such modified Services or portion thereof must continue to substantially conform to any agreed upon specifications, and further provided that any modified or replaced Services will be subject to any Supplier warranty contained herein. If Supplier fails to procure the right to continued use of the applicable item or to replace or modify the applicable item within sixty (60) days from the time it

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

becomes aware of the infringement, then City may terminate this Agreement in its sole discretion.

11.3. Indemnification Procedures.

11.3.1 Notice. Promptly after receipt by City of a notice of any third party claim or the commencement of any action, City will notify Supplier of any such claim. Supplier, at its own expense, and with the consent of the City shall provide counsel acceptable to the City Attorney and the parties shall then negotiate a Joint Defense Agreement.

11.3.2 Right to Counsel. The City shall have the right to employ its own counsel in the defense of a Claim.

11.3.2 Defense and Settlement of Claims. City will tender to Supplier the defense or settlement of the claim. When Supplier assumes control of the defense, including compromise or settlement of the matter, the Supplier shall institute and maintain any such defense diligently and reasonably and shall keep the City fully advised of the status of the matter. By assuming control of the defense, Supplier will be deemed to have waived all indemnities and claims against the City with respect to such matter. Any losses of the City caused by a failure of Supplier to defend, compromise or settle a claim or demand in a reasonable and expeditious manner, after Supplier has given notice that it will assume control of the defense, shall be included in the Claims for which the Supplier shall be obligated to indemnify the City. Further, Supplier shall not, without the prior written consent of the City, effect any settlement without the consent of the City. Any such settlement shall include an unconditional release of such City from all liability on any claims that are the subject matter of such action and any related future claims and may not include a statement as to or an admission of fault, culpability or failure to act or otherwise require performance by the City.

11.4 Exceptions. Supplier's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by City or a third-party not approved by Supplier; (b) use of Axon Products in combination with hardware or services not approved by Supplier; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Supplier at no additional cost to the City.

11.5 Limitation of Liability. Supplier's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed $ 5,500,000. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ARTICLE 12 - INSURANCE

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Supplier, Supplier shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Supplier from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Supplier's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Supplier. Supplier shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Supplier shall be solely responsible for any such deductible or self-insured retention amount.

I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2025 is $3,448,710 for all claims arising out of a single accident or occurrence.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Supplier shall either cover all sub-contractors in the Supplier's liability insurance policy or execute written agreements with its subcontractors. Supplier shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Supplier shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Supplier shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Supplier will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Supplier's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Supplier shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
(c) Excess Liability – Follow Form to underlying insurance.

(2) Supplier's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Supplier under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

L. Endorsements. Supplier shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

M. Insurance Requirements. See **Attachment B** for required insurance coverage.

ARTICLE 13 - MISCELLANEOUS

13.1 Dispute Resolution. Except for matters that are subject to injunctive relief, in connection with any dispute arising out of or relating to this Agreement the parties will attempt in good faith to resolve such dispute promptly by negotiation through a representative from each Party. Either Party will commence negotiations by delivering written notice to the other party that identifies the basis and details of such dispute. A representative from each Party familiar with the circumstances surrounding the dispute will meet within ten (10) business days after receipt of such notice, or on such other date as may be mutually agreed, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If such representatives are unable to resolve a dispute within ten (10) business days after such meeting, the dispute will be promptly submitted to City's designated officer for the applicable SOW and Supplier's appropriate executive officer, manager, or other executive entitled to act thereupon and make decisions for resolution. If the dispute is not resolved within five (5) days of submission to such persons, or if the dispute remains unresolved forty-five (45) business days after the receipt of the initial dispute notice, either Party may resort to litigation.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

13.2 Attorneys' Fees. Except as otherwise set forth herein, for any proceeding or any litigation including all appeals, relating to, arising from or out of this Agreement, including to enforce or declare its terms, each Party will be responsible for its own attorneys' fees, court costs, and other expenses and will have no right to recover such attorneys' fees, court costs and other expenses from the other Party.

13.3 Transfer. This Agreement and the rights, obligations and remedies hereunder (including any amounts to be paid or received hereunder) will not be transferable by Supplier, in any manner, including without limitation assignment, subcontract, or delegation, in whole or in part (including by operation of law, change in control or otherwise), without City's approval. Any assignment in contravention of this **Section 13.3 (Transfer)** will be null and void. Subject to all other provisions herein contained, this Agreement will be binding on the parties and their successors and permitted assigns.

13.4 Amendment. Except as otherwise provided in this Agreement, this Agreement or any part thereof may be amended only by mutual written consent of duly authorized representatives of the Parties. Any notification of an amendment will be communicated in writing, including by electronic transmission. Notwithstanding the provisions of **Section 13.18 (Notice)**, such notification will be deemed effective as of the date of such notification. Any change, including any addition and/or deletion, to any provision(s) of this Agreement, that is required by duly enacted law will be deemed to be part of this Agreement effective immediately without further action required to be taken by either Party to amend this Agreement to effect such change or changes, for as long as such law is in effect and applicable to the operation and enforcement of this Agreement.

13.5 Choice of Law and Venue. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, will be interpreted and enforced pursuant to and in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether in the State of Missouri or any other jurisdiction) that would cause the application of the laws of any State or local jurisdiction other than the State of Missouri. The parties hereby irrevocably consent to the exclusive jurisdiction of the Jackson County Circuit Court and waive any right to removal of any matter to any United States District Court. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

13.6 Headings. The headings of sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

13.7 Binding Effect. This Agreement will be binding upon and inure solely to the benefit of the Parties, their successors, and their permitted assigns. Nothing in this Agreement will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of, this Agreement.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

13.8 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of $100,000 or more and Supplier has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

13.9 Independent Relationship. Nothing herein will be construed as creating a partnership, employment relationship, or agency relationship between the parties or as authorizing either Party to act as agent for the other. Each Party will maintain its separate identity. It is further expressly agreed that no work, act, commission or omission of any Party (or any of its agents, servants or employees) pursuant to the terms and conditions of this Agreement will be construed to make or render such Party (or any of its agents, servants or employees) an agent, servant, representative, or employee of, or joint venture with, such other Party. Neither Party will hold themselves out as agents or employees of the other party in connection with this Agreement or any other matter. Except as authorized in an SOW or otherwise in writing by City, at no time will Supplier make any commitments or incur any charges or expenses in the name of City.

13.10 Trademarks, Use of Names, and Press Releases. City and Supplier each recognize that the other Party owns or has rights to use certain trademarks and trade names that identify the other Party and its products or services, and both Parties acknowledge that they have no ownership right or interest in the trademarks or trade names of the other Party and will not use the trademarks or trade names of the other Party without the other Party's prior written approval. All use of the trademarks, service marks, trade or names or logos of City will be subject to the prior written approval of City Creative Services Department or set forth in an SOW. All public announcements of the relationship of Supplier and City under this Agreement will be subject to the prior written approval of City Creative Services Department. In the event of a conflict between any other term of this Agreement and the terms of this section, the terms of this section will control.

13.11 Judicial Process. Supplier will promptly notify City of any legal action or proceeding, including subpoenas, brought or initiated against Supplier which is in any way related to the Services provided by Supplier pursuant to this Agreement. In the event a legal action or proceeding, including subpoenas, is brought or initiated against either Party relating to Supplier's performance of this Agreement, upon request, Supplier will promptly investigate the facts related to the allegations raised in the proceedings and timely provide City with all materials and information necessary for the preparation of the defense in such proceedings. Furthermore, Supplier will preserve all information and materials which may be for the purpose of, but not limited to, a litigation hold or discovery, including e-discovery.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

13.12 Non-Exclusive Rights. Unless explicitly stated, this Agreement does not grant to either Party any exclusive privileges or rights to provide programs or services of any type that the other Party may require, nor does it require the purchase of or participation in such programs or services by either Party other than as expressly provided herein. Either Party may contract with other individuals for the procurement or provision of comparable programs and services.

13.13 Non-Waiver. No course of dealing or failure of either Party to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition. No waiver or discharge will be valid unless in writing signed by an authorized representative of the Party against whom such waiver or discharge is sought to be enforced.

13.14 Cumulative and Equitable Remedies. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party by law, in equity or otherwise. The Parties hereby acknowledge that damages at law may be an inadequate remedy at law in certain cases. In addition to all other remedies that may be available at law or equity, each party will have the right to seek specific performance, an injunction, or other equitable remedy in the event of a breach or threatened breach of this agreement.

13.15 Force Majeure.

13.15.1 Qualifying Event. Neither City nor Supplier will be liable for its failure to perform any obligation under this Agreement due to Force Majeure Events which include riots, war, earthquake, fire, acts of God (which do not include strikes, walkout, lockout, labor shortage, labor dispute, material shortage or any industrial dispute within such Party's own labor force, its subcontractors and their respective personnel), acts of terrorism, governmental acts, embargoes or acts in compliance with any law or government regulation. Force Majeure will not relieve Supplier of any security, business continuation, disaster recovery, or confidentiality obligations under this Agreement.

13.15.2 Duration and Notification. Any Party so prevented, hindered or delayed in its further performance due to a Force Majeure Event will, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and confirm in writing within one (1) day of the notification) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event. If a Party's failure to perform continues for more than fourteen (14) days the other Party will have the right to terminate this Agreement immediately.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

13.16 Survival. Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by either party after termination or expiration of this Agreement will survive such termination or expiration.

13.17 Enforceability. In the event any provision of this Agreement is rendered invalid or unenforceable by a change in regulation or law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement will remain in full force and effect. Further, any applicable regulation or law will be deemed to prevail if, and to the extent, there is any inconsistency between such regulation or law and any of the terms or provisions of this Agreement.

13.18 Notice. Except as otherwise specifically provided in this Agreement or otherwise in writing by the Parties, any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing, postage prepaid, and will be sent (by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender), to the address or addresses set forth below unless the sender has been otherwise instructed in writing. The term "writing" or "written" will be deemed to include electronic transmission when so stated in this Agreement. Except as may be otherwise provided in this Agreement, the notice will be deemed to be effective on the date indicated on the return receipt, or, if no date is so indicated, then on the date of the notice. Delivery of notice to City without delivery of the required copy, or delivery of the required copy without delivery to City, will not constitute notice under this **Section 13.18 (Notice)**.

If to Supplier:

Supplier:
Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, AZ 85255-6311 With a copy to: legal@axon.com

If to City:

City:
City of Lee's Summit, Missouri Attn: Procurement & Contract Services Manager 220 SE Green Street Lee's Summit, MO 64063-2706

A required copy will be sent to (which will not constitute notice):

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

City:
City of Lee's Summit, Missouri Attn: City Attorney's Office 220 SE Green Street Lee's Summit, MO 64063-2706

13.19 Attachments. Attachments to this Agreement are incorporated herein by this reference and set forth additional requirements applicable to this Agreement. In the event of a conflict between the terms of this Agreement and the terms of each Attachment, the terms of the Attachment will prevail.

13.20 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars ($5,000.00), Supplier warrants and affirms to the City that (i) Supplier is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Supplier does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13.21 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Contractor shall pay all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

13.22 Anti-Discrimination Against Israel Act. If this Agreement has a total value of $100,000 or more and Supplier has ten (10) or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

13.23 Debarment. Supplier certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this Agreement is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law.

13.24 Entire Agreement; Signatures Required; No Alteration After Delivery. This Agreement contains the entire Agreement between the Parties and has been delivered in final form (whether in "hard copy" or electronically) to Supplier by City for signature

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

by Supplier. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are superseded. Any Purchase Order issued by City or any proposals or Quotes issued by Supplier will be for administrative purposes only and none of their terms and conditions will be of any force or effect against the Parties. This Agreement, any SOW, or other order under this Agreement will be effective and binding on the Parties only if the duly authorized signatures of the Parties are affixed to the applicable document, and not otherwise. Click-through licenses will not be binding on City.

13.25 Original Signature. This Agreement and any facsimile or authenticated digital or electronic signatures thereon will be construed as an original document, and will constitute the required signature to bind the Parties herein.

13.26 Counterparts. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one Party, but all of which taken together will be one and the same Agreement.

13.27 Online Support Platforms. Use of Supplier's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix incorporated herein as part of Attachment G.

13.28 Third-Party Hardware, Software and Services. Use of hardware, software, or services other than those provided by Supplier is governed by the terms, if any, entered into between City and the respective third-party provider, including, without limitation, the terms applicable to such software or services incorporated herein as part of Attachment G.

13.29 Axon Device Warnings. Current Axon Device warnings are incorporated herein as part of Attachment G.

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

13.31 City Responsibilities. City is responsible for (a) City's use of Axon Devices; (b) City or a City-authorized user's breach of this Agreement or violation of applicable law; (c) unless Section 11.1.1 applies, disputes between City and a third-party over City's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at City's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

LEE'S SUMMIT
MISSOURI

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year listed below.

CITY OF LEE'S SUMMIT

By: _____

Print Name: _____

Title: _____

Date: _____

AXON ENTERPRISE, INC.

By: Signed by: Robert Driscoll 55DAEBB131A4424...

Print Name: Robert Driscoll

Title: Deputy General Counsel

Date: 3/6/2026 | 9:51 PM MST

Attested by: _____

Print Name: _____

Approved as to form:

_____

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

LIST OF ATTACHMENTS

Attachment A: Definitions

Attachment B: Insurance

Attachment C: Technology Terms and Conditions

Attachment D: Data Processing Addendum

Attachment E: Intentionally Omitted

Attachment F: Axon Product Appendices

Attachment G: Axon Supplemental Terms

1. Axon Cloud Services Service Level Agreement
2. Axon Cloud Services Privacy Notice
3. Axon Training Support Platforms Privacy Notice
4. Axon Online Training Platforms Terms of Use Appendix
5. YouTube Terms of Service
6. Skydio Enterprise Terms of Service and Conditions
7. TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement
8. Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, Signal Sensor, and Axon Signal Vehicle Unit Warnings, Instructions & Information
9. Virtual Reality (VR) Training Safety and Health Warnings

Attachment H: Quote # Q-806818-46085LK

Attachment I: Statements of Work

1. Fleet Statement of Work between Axon Enterprise and Agency
2. Statement of Work for the Implementation of Axon Interview Room for Lee's Summit Police Department – MO ("SOW")

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ATTACHMENT A
DEFINITIONS

1. Applicable Laws. The term "Applicable Laws" will mean all applicable federal, state and local laws, regulations, guidelines, ordinances, and orders.

2. Axon Cloud Services. The term "Axon Cloud Services" means Supplier's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, 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.

3. Axon Device. The term "Axon Device" means all hardware provided by supplier under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

4. Data. The term "Data" will mean any and all data accessed, processed through, uploaded to, or submitted by City to the Supplier as well as any results or outputs that result from the Supplier processing or using data accessed, processed through, uploaded to, or submitted by City.

5. Deliverables. The term "Deliverables" will mean any software, reports, documents, templates, studies, strategies, operating models, procedures manual, documentation, abstracts and summaries thereof, and other work product and materials originated and prepared for City by Supplier as set forth in an SOW.

6. Intellectual Property. The term "Intellectual Property" will mean patents, copyrights, trademarks, trade secrets, privacy, moral, and any other intellectual property rights.

7. Quote. The term Quote means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

8. Regulatory Entity. The term "Regulatory Entity" will mean any United States federal, state or local government or agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

9. Services. The term "Services" will mean all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

10. Subcontractors. The term "Subcontractors" will mean any entity Supplier utilizes to perform Services under this Agreement, in whole or in part, or that otherwise have access to City Data. All Subcontractors must be reviewed and approved by City in writing prior to providing any Services under this Agreement. "Subcontractors" does not include independent contractors who will be considered Supplier Personnel.

11. Supplier Personnel. The term "Supplier Personnel" will mean the individuals that provide Services under this Agreement including Supplier's employees, agents, Subcontractors and any other individual Supplier involves in the performance of Services under this Agreement, in whole or in part.

12. Term. The term "Term" will mean the period of time in which the Supplier will provide Services as set forth herein.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ATTACHMENT B
INSURANCE

Required Insurance Coverage.

A. Commercial General Liability. Supplier shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent suppliers, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Workers' Compensation Insurance. Supplier shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Supplier's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

C. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Supplier engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Supplier shall maintain Cyber Liability insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Agreement. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Supplier engages in any professional services or work in any way related to performing the work under this Agreement, the Supplier shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Supplier, or anyone

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

employed by the Supplier, or anyone for whose negligent acts, mistakes, errors and omissions the Supplier is legally liable, with an liability insurance limit of $3,000,000 each claim and $3,000,000 annual aggregate.

E. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

F. IP Infringement. Supplier shall maintain Intellectual Property insurance which shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ATTACHMENT C
TECHNOLOGY TERMS AND CONDITIONS

A. <u>GENERAL TERMS FOR INFORMATION TECHNOLOGY</u>. The following provisions shall apply to all Agreements relating to the City's information technology infrastructure.

1. Limited Access: If necessary for the fulfillment of an Agreement, the City may provide Supplier with non-exclusive, limited access to the City's information technology infrastructure.

2. Compliance with Policies: The Supplier shall comply with all City policies, standards, regulations, and restrictions governing the use of the City's information and communication technology resources.

3. Enforcement with Personnel: The Supplier shall ensure that its employees and agents will comply with these requirements and approved Subcontractors will comply with substantially similar requirements as those contained herein.

4. Access Limitations: Access shall be granted only to the extent necessary to perform the Services. Access may be granted to Supplier Personnel who have been pre-approved or cleared through a City-recognized background screening process without requiring separate written approval for each individual, unless otherwise specified by the City.

5. City Authority: Subject to the access limitations specified above, the City shall retain sole discretion to determine the level of access and any additional limitations on such access.

6. Subcontractor Agreements: The Supplier shall include substantially similar requirements in agreements with its authorized Subcontractors to perform Services for the City under this Agreement.

7. Intentionally Omitted.

8. Effects upon Termination: In the event the Agreement is terminated by either Party, Supplier shall provide the City access to all of the City's Data for one hundred eighty (180) days, for retrieval, transfer or deletion. After one hundred eighty (180) days, Supplier shall securely and permanently delete all remaining data within thirty (30), and in accordance with retention and privacy obligations. If City has purchased extended retention, their access to the City's Data will be extended for such length of time.

B. <u>DATA</u>

1. Confidentiality

All City Data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Supplier in connection with Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in the Agreement, the Supplier shall not, without the prior written consent of the City Manager or authorized designee, (A) disclose Data generated in the performance of the Services to any third party or (B) use City Data and information outside the scope of the Agreement.

2. Data Security

Personally Identifiable Information (PII), financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Supplier must encrypt and/or password-protect electronic files. This includes Data saved to computers, computerized devices, servers or removable storage devices. When City information, regardless of its format, is no longer required by the Supplier to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed above is destroyed, the Supplier shall send a copy of such information to the City in a format specified by the City.

3. Compromised Security

In the event that Data collected or obtained by the Supplier in connection with an Agreement is believed to have been compromised, Supplier shall immediately notify the City Manager, or authorized City designee, no more than forty-eight (48) hours after discovery. Supplier shall be responsible for initial investigation costs and advise how the breach happened, the data compromised, the actions taken, and the plan to prevent future incidents. Supplier agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this Data and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

C. Intentionally Omitted.

D. <u>HARDWARE SECURITY AND VULNERABILITY REQUIREMENTS</u>

1. Physical Security Measures:

Supplier shall implement best practice physical security measures for all hardware devices provided under this Agreement. These measures include:

Access Controls: Restricting physical access to authorized personnel only.

Security Controls: Installing security control system and monitoring systems to deter unauthorized access.

Secure Storage: Ensuring secure storage of hardware components to prevent theft or tampering.

Transport Security: Safeguarding hardware during transportation to prevent damage or compromise.

2. Secure Hardware Design and Manufacturing:

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Supplier shall provide hardware that adheres to security best practices during design and manufacturing. including:

- Secure Component Selection: Using components with known security features and minimal vulnerabilities.
- Secure Boot Process: Ensuring that hardware devices boot securely and validate firmware integrity.
- Supply Chain Security: Verifying the integrity of components throughout the supply chain to prevent tampering or insertion of malicious components.
- Hardware Authentication: Implementing secure authentication mechanisms for hardware access.
- End-of-Life Disposal: Provide guidelines for secure disposal or recycling of hardware at the end of its lifecycle to prevent data leakage.

3. Vulnerability Assessment and Patch Management:

Supplier shall ensure the following:

- Any factory default passwords in hardware or firmware must be changed to complex passwords.
- Only hardware with a Supplier-managed vulnerability management life cycle should be implemented.
- Regularly assess Hardware Vulnerabilities: Conduct vulnerability assessments on hardware components to identify weaknesses.
- Timely Remediation: Address identified vulnerabilities promptly by releasing patches, firmware updates, or hardware modifications.
- Lifecycle Support: Provide security updates for the entire lifecycle of the hardware.

4. Incident Response and Reporting:

In the event of a security incident related to hardware Supplier shall:

- Promptly report the incident to the City per the State of Missouri data breach notification requirements immediately after an event.
- Provide details on the impact, root cause, and mitigation steps taken.
- Collaborate with the City to resolve the issue.

5. Third-Party Components and Dependencies:

If the hardware includes third-party components (e.g., firmware, libraries, or embedded software), Supplier shall:

- Regularly review and assess the security of these components, and is responsible for updating third-party components and dependencies to the latest secure versions.
- Ensure that third-party dependencies are free from known vulnerabilities.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

- Provide transparency regarding any third-party licenses and security obligations.

E. SOFTWARE SECURITY AND VULNERABILITY REQUIREMENTS

1. Secure Access Measures:

Supplier shall implement best practice security measures for all software provided under this Agreement. These measures shall include:

- Access Controls: Restricting access to authorized personnel only.
- Security Controls: enabling security controls, logging and monitoring systems to deter and audit unauthorized access and protect software application and data.
- Secure Storage: Ensuring secure storage of software application data and components to ensure the confidentiality, integrity and availability of application and data.

2. Secure by Design and Manufacturing:

Supplier shall provide software that adheres to security best practices during design and manufacturing. This includes the following:

- Secure Component Selection: Using components with known security features and minimal vulnerabilities.
- Code Validation: Ensuring that software runs securely and validates component integrity.
- Supply Chain Security: Verifying the integrity of components throughout the supply chain to prevent tampering or insertion of malicious components.
- Software Authentication: Implementing secure authentication mechanisms for application access.
- End-of-Life Disposal: Supplier shall provide process to upgrade or remove software components that are unsupported or at the end of its lifecycle.

3. Vulnerability Assessment and Patch Management:

Supplier shall ensure:

- Any factory default passwords in the software application and supporting components must be changed to complex passwords.
- Only software applications with a Supplier-managed vulnerability management process shall be implemented.
- Regularly Assess Software Vulnerabilities: Conduct vulnerability assessments on software components to identify weaknesses.
- Timely Remediation: Address identified vulnerabilities promptly by releasing patches, updates, or modifications.
- Lifecycle Support: Provide security updates for the entire lifecycle of the software.

4. Incident Response and Reporting:

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

In the event of a security incident related to software, Supplier shall:

- Promptly report the incident to the City according to the State of Missouri data breach notification requirements immediately after an event.
- Provide details on the impact, root cause, and mitigation steps taken.
- Collaborate with the City to resolve the issue.

5. Third-Party Components and Dependencies:

If the software includes third-party components (e.g. libraries, or embedded software), Supplier shall:

- Regularly review and assess the security of these components. Supplier is responsible for updating third-party components and dependencies to the latest secure versions.
- Ensure that third-party dependencies are free from known vulnerabilities.
- Provide transparency regarding any third-party licenses and security obligations.

F. TECHNOLOGY SUPPLIER CYBER SECURITY HYGIENE

1. Introduction

Supplier shall maintain administrative, technical, and organizational security measures to protect information from loss, misuse, and unauthorized access or disclosure. These measures are based on industry security practices and consider the sensitivity of the information collected, the current state of technology, the cost effectiveness of implementation, and the scope of the data processing engaged in.

Supplier shall maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that take into account associated risks which are appropriate to (a) the type of information exchanged or stored as digital data; and (b) the need for security, integrity, availability and confidentiality of information systems or data.
The security program will:

- Protect the confidentiality, integrity, and availability of information systems and digital data in its possession or control, or to which it has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of information systems and data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of information systems and data;
- Protect against accidental loss or destruction of, or damage to information systems and data;
- Safeguard information as set forth in any local, state or federal regulations by which Supplier may be regulated.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

2. Assess Ongoing Cyber Threats and Risks

Supplier shall implement and maintain a cybersecurity framework to manage cyber risk, control, and compliance-based activities based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Supplier shall assess and evaluate current and emerging threats and risks to applications and infrastructure on an ongoing basis, including cloud, third-party Suppliers, and data privacy. Remain cyber secure through applying security best practices.

3. **Personnel Training Practices**

Supplier Personnel shall receive security training during onboarding and on an ongoing basis. Supplier Personnel are required to read and sign information security policies covering the confidentiality, integrity, and availability of the systems and services that are used to deliver products and services. Where applicable in an SOW, Supplier may be requested to conduct specific criminal background checks on its Supplier Personnel.

4. **Security Policies**

Supplier shall implement and maintain industry-standard security policies that align with the NIST Special Publication 800-53. This policy is further defined by control standards, procedures, control metrics, and control tests to assure functional verification.

5. **Security Standards**

Supplier designs and implements security controls around sensitive assets and balancing the need to reduce risk, while enabling productivity, business growth, and cost optimization objectives. Supplier implements baseline security controls and standards relating to infrastructure, applications, and secure software development lifecycle (SDLC), which are implemented using industry security standards such as NIST, Center for Internet Security (CIS) Critical Security Controls, CIS security benchmarks, and the Open Web Application Security Project (OWASP).

6. Data Classification

Supplier classifies data against industry best practices to ensure that it designs and implements security controls to manage and safeguard data against unauthorized access, improper retention, and unsafe destruction.

7. **Audits**

Supplier and its products undergo frequent audits. Audit controls with technical or procedural mechanisms are put in place to promote efficient and effective operations, as well as to meet compliance with policies.

8. **Vulnerability and Patch Management**

Supplier performs scans on a regular basis to identify potential vulnerabilities within their environment. Supplier ensures that risks posed by security vulnerabilities are assessed, prioritized,

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

and remediated in accordance with their risk tolerance and requirements outlined within organizational policy.

9. **Penetration Testing**

Supplier engages external third parties annually or on a more frequent basis to perform penetration testing on products, applications, network, and firmware. All findings are reviewed and addressed within their designated remediation SLA for the level of severity. Product based vulnerabilities are addressed before production release, or as defined within their organizational policy.

10. **Privacy and Security Assessments**

New features, functionality, and design changes go through a review process facilitated by Supplier's Cybersecurity team. Supplier's Cybersecurity team works closely with product and development teams to resolve any additional security or privacy concerns that may arise during and after development.

11. **User Provisioning and De-provisioning**

User administration control processes and procedures exist and are followed to manage the authentication, authorization, and appropriateness of users to key systems and applications including the set-up, maintenance, and termination of access privileges.

12. **Least Privilege**

Supplier applies the principle of least privilege to ensure that individuals have only the minimum means to access the information to which they are entitled.

13. **Multi-factor Authentication (MFA)**

Access to the systems used by Supplier Personnel is controlled by multi-factor authentication. This means that Supplier employees and contractors are required to provide physical proof of their identity.

14. **Periodic User Access Reviews**

Supplier reviews user access including privileged access to sensitive resources on an ongoing scheduled basis.

15. **Physical and Environmental Security**

Supplier ensures the physical security and environmental controls within the data centers used to host its infrastructure.

16. **System Logging**

All systems used in the provision of Supplier products and services, including firewalls, routers, network switches, and operating systems, log information to security information and event management (SIEM) tools to enable security reviews and analysis.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

17. **Application Security**

Supplier continuously assesses and addresses threats, vulnerabilities, and overall risk exposure of internal and external applications, as well as its APIs. Application development includes application security testing to gain better visibility into potential security issues across applications. Application security is included early in the software development lifecycle, including the design, development, release, and upgrade stages. Web application security risks are assessed, reviewed, and monitored against OWASP Top 10.

18. **Code Scanning**

Source code builds are scanned for vulnerabilities prior to production release. Static analysis security testing (SAST) is performed to analyze source code before compiling to validate the use of secure coding policies. Perform dynamic analysis security testing (DAST) on fully compiled software to test security of fully integrated and running code.

19. **Encryption**

Supplier platform supports the latest industry-standard secure cipher suites and protocols to encrypt all traffic in transit. City data is encrypted at rest. Enforce full disk encryption for Supplier-issued laptops.

20. **Network Protection**

Supplier employs network system monitoring and logging, and firewalls are configured according to industry best practices. Ports not utilized for delivery of Supplier services are blocked.

21. **Cryptography**

Supplier monitors the changing cryptographic landscape and makes commercially reasonable efforts to upgrade the Supplier product and services to respond to new cryptographic weaknesses as they are discovered and implement best practices as they evolve. Supplier also balances the need for compatibility of legacy clients for encryption in transit. All the data in transit that crosses the Supplier private cloud boundaries shall be encrypted at all times.

22. **Cyber Situational Awareness**

Supplier receives automated cyber threat intelligence reports which are reviewed on a regular basis, and acted on where necessary. Potential events or indicators of compromise are investigated prior to becoming a security incident.

23. **Cyber Resiliency**

Supplier shall handle critical cyber incidents, repair damage to business, and return to normal operations as quickly as possible. Supplier maintains security incident management policies and procedures. Supplier shall notify the City of any unauthorized disclosure of its data within two (2) business days once Supplier becomes aware, and in accordance with applicable laws.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ATTACHMENT D -
DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") amends and forms part of the Contract or other agreement (the "**Agreement**") between City and Supplier governing Supplier's provision of the Products and Services to City. The terms in this addendum are supplemental to the MSA and other attachments as amended and take precedent over any other language that is inconsistent with this addendum.

Definitions

"City Data", means any City Data including but not limited to Business Information, Business Data that is collected or processed by the Supplier as a Service Provider or Processor (as applicable) on behalf of City to provide the Products and Services.

"City Personal Data" means any data or personal information about or related to any City employee that is collected or processed by the Supplier as a Service Provider or Processor (as applicable) on behalf of City to provide the Products and Services.

"**Controller**", "**Data Subject**", "**Personal Data**", "**processing**", "**Processor**", and "**Supervisory Authority**" have the meaning given to them in Chapter 1, Article 4 of the General Data Protection Regulation (GDPR), and "**process**", "**processes**" and "**processed**" will be interpreted accordingly.

Role of the Parties and Scope of Processing

Role of the Parties. For the purposes of the Agreement and this DPA, the City appoints the Supplier as a Service Provider or Processor on behalf of the City. Supplier may collect, retain, use, disclose, and process City Data or any City Personal Data under or in connection with the Products and Services in accordance with all applicable laws.

Processing. Supplier will process City Data to provide the Products and Services in accordance with City's instructions, which are deemed given, for the following purposes:

1. Processing in accordance with this DPA, the Agreement, and any applicable Statement of Work;
2. Processing initiated by Authorized Users in their use of the Products and Services;
3. Processing to comply with other instructions provided by City (e.g., via email).

Supplier must inform City if it becomes aware that, or in its opinion, City's instructions violate Law. If Supplier receives a subpoena or court order from a law enforcement agency, it will inform City.

Cooperation with City Requests. Supplier will, taking into account the nature of the processing and the information available to Supplier, reasonably assist City to (a) respond to requests to exercise Data Subject Rights; (b) conduct data protection impact assessments and prior consultations with Supervisory Authorities; and (c) notify an impacted Data Subject of a Personal Data Breach when required by law.

Security and Audits

Security Measures. Supplier will implement technical and organizational measures, appropriate to the risk, to protect City Data from unauthorized access, destruction, use, modification, or disclosure, as set out in the Supplier Security Standards referenced in **Annex I** below. Supplier will ensure that all personnel authorized to process City Data are subject to an obligation of confidentiality.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Personal Data Breach Response. Supplier will notify City within seventy-two (72) hours after becoming aware of a Data Breach. Supplier will make commercially reasonable efforts to identify the cause of the Data Breach, detail the scope of the breach, how it happened, the precautions being taken, and take steps necessary and reasonable to remediate the cause of the Data Breach.

Audit. Supplier will provide City with a summary of Supplier's audit reports, including any information reasonably necessary to demonstrate Supplier's compliance with the obligations of this DPA; provided, that Supplier may redact any confidential or commercially sensitive information in such reports. Supplier will allow for and contribute to audits, including inspections, requested no more than once per year by the City.

Sub-processing

Authorized Sub-processors. City acknowledges and agrees that Supplier may engage Sub-processors. Supplier will enter into a written agreement with Sub-processors which imposes on the Sub-processors materially the same obligations as those imposed on Supplier under this DPA. No sub-processors may be engaged without prior written consent from the City.

Changes to Sub-processors. City acknowledges and agrees that Supplier will notify City of any intended addition or replacement of Sub-processors. City may object to the addition or replacement of a Sub-processor within thirty (30) days following Supplier's notification of change in Sub-processors. If City objects to addition or replacement, City and Supplier will work together in good faith to address City's objection.

Data Use Compliance

International Data Transfers. City agrees that Supplier may perform International Data Transfers: (a) If Supplier is in compliance with Laws applicable to International Data Transfers. (b) Has written permission from the City Manager or authorized designee.

Restrictions on Use of City Data. Except as otherwise expressly permitted by applicable law, Supplier shall not:

1. Sell or share City Data;
2. Retain, use, or disclose City Data for any purpose other than for the business purposes specified in the Agreement or this DPA, or as otherwise permitted by applicable Laws;
3. Retain, use, or disclose City Data for a commercial purpose other than the business purposes specified in the Agreement, unless expressly permitted by applicable Laws;
4. Retain, use, or disclose City Data outside of the direct business relationship between City and Supplier, unless expressly permitted by applicable Laws; or
5. Combine City Data with Information that it receives from, or on behalf of, sources other than City, except as provided under applicable Laws.

Compliance Assurance. City has the right to take reasonable and appropriate steps to ensure that Supplier uses City Data consistent with City's obligations under applicable Laws.

Compliance Remediation. Supplier shall promptly notify City if it determines that it can no longer meet its obligations under applicable Laws. Upon receiving notice from Supplier in accordance with this subsection, City may direct Supplier to take reasonable and appropriate steps to stop and remediate unauthorized use of City Data.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Termination and Return or Deletion of City Data

This DPA shall survive termination of the Agreement. Supplier shall provide access to City Data and City Personal Data for one hundred eighty (180) days after termination of the Agreement. After one hundred eighty (180) days, Supplier shall securely and permanently delete all remaining copies of City Personal Data following termination of the Agreement. If City has purchased extended retention, their access to the City's Data will be extended for such length of time.

Invalidity and Severability

If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

Retention Period

Supplier shall provide the retention of data as designated in the requirements set forth by the City or to meet mandatory retention periods provided by law and the statute of limitations.

ATTACHMENT E
INTENTIONALLY OMITTED.

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Attachment F: Axon Product Appendices

Axon Cloud Services Terms of Use Appendix

Definitions.

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

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

"**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.

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

"**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

"**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.

"**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.

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

"**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

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

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

Customer Owns Customer Content. Customer controls and owns all rights, 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.

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 for its digital evidence or records management systems.

Axon Online Support Platforms Terms of Use Appendix

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User 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. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service incorporated herein as part of Attachment G.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is incorporated herein as part of Attachment G 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.

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

Storage. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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

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 If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

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.

Axon Online Support Platforms Terms of Use Appendix

Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is incorporated herein as part of Attachment G.

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

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

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

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

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

Axon Records. The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. 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 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

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. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

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

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

FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:

License and Storage. The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

Third party Components. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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

Axon Community Request Storage. If Community Request is included as part of Customer's Quote or combined offering, 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.

Performance Auto-Tagging Data. If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

Axon Cloud Services Restrictions. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

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;

access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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

use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

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

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.

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

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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.

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, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. **Customer does not want to participate in ACEIP Tier 1 and Tier 2 or ACEIP Basic or Custom. Therefore, Customer does not give consent to participate in ACEIP Tier 1 and/or Tier 2, Basic or Custom or any other variation of this program.**

Axon Obligations

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

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

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

Opt Out
Customer opts out of ACEIP Basic.

Professional Services Appendix

Axon Online Support Platforms Terms of Use Appendix

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within one year 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 four (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 four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

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 customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers 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
Users 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

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) 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 one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

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 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
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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

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 customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers 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.

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

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 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) 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 one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

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

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

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.

• Axon will facilitate a workflow discussion with the core admin team.
Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. 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.

13. **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.

14. **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.

15. **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.

16. **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

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

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 seven (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 seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **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.

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Technology Assurance Plan Appendix

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (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 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh 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 Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, 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 thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium 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 TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount

("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination if City terminates this Agreement for convenience. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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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 (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if 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 for Auto-Tagging and any applicable 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 fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. 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;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. 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 the 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 ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products 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.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon 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 Upgrade.

   3.2. Within thirty (30) days of receiving the Axon 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.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** 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

   4.3. **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

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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.

5. **Axon Outpost Specific Terms.**

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

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

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

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

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

7. **Wireless Offload Server**

7.1 **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.

7.2 **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.

7.3 **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.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within fourteen (14) business days, the

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installation of the ALPR Products and services shall be deemed accepted.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Respond Appendix

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, 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 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 available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet 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 made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, 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.
   - 5.1. With regard to Axon Body, 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 combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

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:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. 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;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. 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 incorporated herein as part of Attachment G.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**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.

   1.2. "**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.

   1.3. "**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.

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

2. **Purpose and License.**

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

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

   2.3. 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 shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. 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;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

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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:
   - 5.1. the design, structure and naming of API Service fields in all responses and requests;
   - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
   - 5.3. the structure of and relationship of API Service resources; and
   - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
   - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
   - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
   - 6.3. misrepresent the source or ownership; or
   - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **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 one (1) year following the release of an API Update for all depreciated API Service versions.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Channel Services Appendix

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**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. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services 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.
4. **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.
5. **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.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **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.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. 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);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. 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).

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

Axon Investigate Appendix

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 Axon Investigate 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. **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.

5. **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.

6. **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. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

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

8. **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.

Axon Event Offer Appendix

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

AI Technology Appendix

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

1. **Definitions.**

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

Model Drift. The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

Bias Mitigation. Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

Scope and Usage.

1.2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

1.3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection. AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

Axon Responsibilities.

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

Security Program. Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

1.5. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

1.6. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

1.7. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

2. **Customer Responsibilities.**

2.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

purposes as outlined in the Agreement.

2.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

2.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

3. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

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

Data Processing. Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

Policy Chat Restrictions. The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

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

Brief One. Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

Auto-Transcribe. This section outlines licensing terms for Customer's subscription of 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. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

4.1. **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 Community Request, 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.

5. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon Online Support Platforms Terms of Use Appendix

Attachment G Axon Supplemental Terms

Title: Axon Online Support Platforms Terms of Use Appendix (online)
Department: Legal
Version: 1.0
Release Date: 6/6/2022

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon - Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Service Offerings and the expected level of services between Axon[1] (**Axon, us** or **we**) and users of Service Offerings (**Customer** or **you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the "last updated" date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification.

a. 1. Axon Cloud Services Commitment

b. A. Definitions

c.

- **"Axon Cloud Services"** means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services 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.
- **"Downtime"** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **"Incident"** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **"Maximum Available Minutes"** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **"Monthly Uptime Percentage"** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **"Scheduled Downtime"** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **"Service Month"** means a calendar month at Coordinated Universal Time (UTC).
- **"Service Credits"** means credits received by users of Service Offerings in the event that the

[1] "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

service level objectives are not achieved.

- **"Service Offerings"** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **"Unavailable"** and **"Unavailability"** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

d. B. Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

e. C. Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

f. D. Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

g. E. Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other

Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; (f) failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use; or (g) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

h. F. Service Maintenance

- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

i. F.1 Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

F.2 Scheduled Routine Maintenance: We encourage you to review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: https://www.axon.com/products/axon-evidence/maintenance-schedule.

j. F.3 Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

k. F.4 Notification of Maintenance

l.

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

m. G. Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

2. Customer Support Response Commitment

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

A. Definitions

- "**Business Day**" means Monday to Friday 09:00-17:00 based on your location, excluding public holidays
- "**BOD**" means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the "*Axon Customer Support Solution".*
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "**Workaround**" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.
- "*Incident Classification*"for incidents (unplanned outages), the ticket is classified as an "incident"

B. Technical support Service Scope

The following Comprehensive Support Services are covered by this Agreement:

- Telephone, E-mail and Web Conferencing tool (Zoom) based remote desktop assistance during regular business hours.
- Assistance to the customer depending on the Error Severity Level (See ESL Definition below) to troubleshoot the purchased equipment to determine if hardware or software is defective when they are under support warranty.
- If Axon hardware is deemed to be defective, the customer will be requested to return the hardware as soon as possible via the RMA process (Section 3) who will diagnose, repair, and return the hardware.
- Axon will maintain case record tracking of all customer issues.
- Emergency Onsite assistance (extra costs apply) depending on the Severity Level.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

- Axon support will be available 24/7/365 for all severity 1 and severity 2 technical and product related issues and for major incidents. All severity 3-5 issues submitted, out of core business hours, over the weekend or Public Holidays will be addressed on the next business day. If the severity is unknown by the users at the time of the issue, Technical support will help assign a severity during troubleshooting.
- Unless otherwise specified, 24/7/365 support is provided in English

C. Customer Requirements

Customer responsibilities and/or requirements to obtain quick, professional, comprehensive support from Axon include:

- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Provide all necessary cooperation and all necessary access to such information as may be required by Axon Support, to render the Services, including but not limited to customer's data, security access information, and configuration services.
- A prompt and complete description of issues when encountered, including software, hardware, or other if known
- Redaction of sensitive footage, audit logs, screenshots to allow for escalation to engineering or product for troubleshooting purposes.

D. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: Please refer to Telephone support table below

  - ✓ *Calls received out of office hours are forwarded to our follow the sun service who who support our real time operations 24/7.*
  - ✓ *Customer calls may be picked up by non-residents of the origin of the call. If there are any compliance concerns around data sovereignty, customers are required to specify any concerns during the call to ensure calls can be routed to a resident of the country where the agency is located.*

- Email support: Monitored 09:00 to 17:00 Monday – Friday (based on your geography)

  - ✓ *Emails received outside of office hours will be collected and generally monitored and best efforts are made, however contacting the customer cannot be guaranteed until the next*

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

working day.

- ✓ *If the transfer of audit logs, sensitive video footage, or other sensitive information to an Axon representative located outside the geographical origin of the call is necessary for technical support, permission will be requested prior to sharing any information.*

- Onsite support can be arranged for issues requiring direct assistance and where an internal representative not available, will involve additional costs on a per day basis with travel, travel days, lodging, and meal expenses if not included in your contract
- SLAs for incidents requiring onsite assistance may vary based on site availability, access, representative availability on site. If SLAs are not met due to events out of Axon's control, Service credits will not apply on any breached targets
- Unless otherwise specified in your contract, all out of hours support is provided in English via email and telephone.

n.

E. Axon Support Channels

Axon Resource Centre: https://my.Axon.com

Email: support@Axon.com

Telephone Support:

Country	Phone Number	Hours of operation (local time)
United States	+1 (800) 978 2737 (Opt 4)	09:00-17:00
United Kingdom	+44 (1327) 709 666	09:00-17:00
Australia	+61 (1800) 512 069	09:00-17:00
New Zealand	+1 (800) 978 2737	09:00-17:00
France	+33 (800) 911 202	09:00-17:00
Germany	+49 (800) 555 2966	09:00-17:00
Switzerland	+49 (800) 555 2966	09:00-17:00
Austria	+49 (800) 555 2966	09:00-17:00
Italy	+39 (645) 251 001	09:00-17:00
Spain	+34 (914) 102 299	09:00-17:00
Other countries	On request	On request

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

F. Incident Classifications and Response Times

a. Table below outlines the targeted response and resolution times across different Severity levels.

b. Relief Time means either Axon have resolved the issue or provide a suitable workaround to allow business to continue. Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

c. Resolution of hardware related faults will be immediate if Axon Body camera devices are hot swapped and then replenished back into contingency stock through Axon's RMA process.

d. For Customers with different levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and map your severity levels against Axon's severity levels based on the targeted response time and resolution time closest representative timeframe For example, if Critical has a resolution time of 2 hours, it will be classed as Severity 1. If High has a resolution time of 24 hours, it will be classed as Severity 2.

Incident Classification	Description	Targeted Response Time	Targeted Relief Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 1 Hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time- sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 48 hours	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact	1 Business Day		Mutually agreed timeframe based on prioritization	

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	- Performance is degraded				
Severity 4	General Customer Enquiry	2 business days		No confirmed resolution	
Severity 5	- Feature Request - Cosmetic Issue	2 business days		No confirmed resolution	

*For Severity 1 and 2 Issues, a phone call report of the issue Is necessary to meet the targeted response time
**If a future date for resolution is provided, update communication will cease except. the resolution to your issue which will be fixed in the next firmware update on XX/XX/XXXX
*** If the request is related to a Feature Request/Enhancement the support case will be closed once the feedback has been passed to Axon Production Management
**** Frequency of updates refers to the updates that Axon will provide to the Customer Relief Time means either Axon has resolved the issue or provided a suitable workaround to allow business to continue.

G. Incident Lifecycle Management

G.1 Incident Lifecycle

All incidents will move through the following stages. Only Sev 1 and Sev 2 incidents will include a Root Cause Analysis

- Active - Detected
- Active - Under Investigation
- Active - Mitigation in Progress
- Mitigated
- Mitigations are verified successful
- Resolved
- RCA Reviewed
- Closed

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p. G.2 Notification overview

Every incident has a Customer Support Point of contact who is responsible for handling the dissemination of potential threats and actual incidents. This person works with all stakeholders to get the information they need to notify customers of any incidents or threats. The frequency of notifications is defined by the severity. All incidents will have an initial response, follow up, and resolution based on agreed SLAs

G.3 Severity response communication method

Sev 1 and Sev 2
The primary communication mechanism will be via **email**. All incidents will have an initial response, follow up, and resolution based on agreed SLAs

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Sev 3

The preferred communication mechanism for Sev 3 incidents will be either via a banner in the app or via email. Customer Support PoC will determine the means and content of the communication. If only a single customer is affected, an appointed member of Axon will contact the agency directly via email or phone, whereas if the impact is wider, utilizing the banner or a group email will be more applicable. All incidents will have an initial response, follow up, and resolution based on Axon's incident response SLAs

G.4 Notification data

Axon will provide a breakdown of the issue, including but not limited to:

- Outage/degradation start time
- Outage/degradation end time
- Root cause
- Fixes put in place

Users must be configured as admins in evidence.com and whitelist Axon to ensure successful delivery of email notifications. If any custom roles have been enabled in your organisation, users must have the required notification feature flags enabled in their applicable role.

G.5 Post mortem process

As part of our governance, a full investigation will be completed to determine the root cause of the failings and users will be notified of the cause and proposed remedial actions. These remedial measures will then be monitored to ensure the SLAs, KPIs and Customer Success deliverables are meeting your expectations, and will be provided with weekly reports of performance until it is back on track.

G.6 Root Cause Analysis

Where a Root Cause Analysis is required, we would undertake an After-Action Review process. Axon may not know the true original root cause of the incident and may not have made permanent fixes.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

G.7 After Action process

The Incident Commander (IC) initiates the Root Cause Analysis process and sets a date for completion and review of the RCA. The RCA includes an incident timeline, User impact, a review of the incident response, investigation into the root cause of the incident, and assignment of corrective action items with appropriate priority levels. When the RCA is complete, the IC will review it with the incident response team. The RCA report will not be closed until all outstanding actions have been completed. The RCA will then be archived for future reviews but no longer active. To ensure we adhere to best practice and our continuous improvement methodology we will do a post-analysis review and implement any remedial action to improve our processes on future projects. All Service Desk employees are required to review these documents during their on-boarding process and during quality control checks of calls and tickets and are graded as to how well they adhered to the stated policies.

G.8 Escalation protocols

Tier 1 Support:

1. Initial Support Contact: When a user or customer encounters an issue, they typically reach out to the Tier 1 support team via phone, email, or a ticketing system.
2. Issue Assessment: The Tier 1 support team performs initial diagnostics and troubleshooting to resolve the problem. They utilize a knowledge base and predefined solutions to address common issues.

q. *Tier 2 Support:*

1. Escalation Criteria: If the issue is more complex or cannot be resolved by Tier 1, it is escalated to Tier 2 support.
2. Specialized Support: The Tier 2 support team comprises more experienced and knowledgeable technicians with expertise in specific areas. They handle more intricate or escalated issues that require in-depth analysis and troubleshooting.
3. Collaboration with Tier 1: Tier 2 support may collaborate with Tier 1 to gather additional information or to understand previous troubleshooting steps taken.

r. *Engineering:*

1. Escalation to Engineering: If the issue requires changes to the product's codebase or fundamental architectural adjustments, it may be escalated to the engineering or development team.
2. Issue Resolution: The engineering team investigates the problem and develops a fix
3. Communication and Feedback: The resolution is communicated back to Tier 2 support, and the feedback loop ensures that knowledge is shared for future cases. The Tier 1 team may also be informed of the resolution for their understanding.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

s. Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

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u. G.9 Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorisation".

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

3. Axon Support Equipment Policy

Axon Support are to use Axon supplied equipment to provide technical support. Our stringent security protocols and measures are designed to safeguard against unauthorized access, data breaches, and other cyber threats within Axon. Using Axon equipment ensures that our network remains secure and protected from potential vulnerabilities that may arise from incompatible or unverified devices.

If Remote access is restricted within your environment, Axon mandates the setup of a jump server or any other access solution. This configuration permits Axon to utilize remote tools to access the servers hosting Axon's software, ensuring seamless troubleshooting capabilities while maintaining security standards.

In cases where remote access is not feasible for troubleshooting purposes, field support may be necessary. Please note that field support may incur additional costs, which will be communicated and agreed upon during the contract stage.

v. Return of Merchandise Authorisation (RMA)

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The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. The hardware warranty will be dependent on the Customer's specific agreement with Axon and levels covered.

The Axon Return Service provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com or MyAxon.com. Authorized users will be able to create, submit, and track device returns for their agency in one place. The hardware warranty will be dependent on the Customer's specific agreement with Axon and levels covered.

Axon aims to have replacement devices shipped to the Customer within 72 hours of receipt of the faulty device (excluding weekends or public holidays). Due to regulations by Country this may take up to 14 days for a shipment to be sent.

x. Targeted Replacement Time:

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Axon aims to have replacement devices shipped to the Customer within 48 hours of receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorisation does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. *Tasers (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorisation. Customers are requested to contact Customer support directly to report a faulty Taser device.*

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ARTICLE 12 - AXON CLOUD SERVICES PRIVACY NOTICE

Last Updated: September 26, 2025

This Axon Cloud Services Privacy Notice ("**Notice**") applies only to the information that Axon Enterprise, Inc. and its other legal entities ("**Axon**" "**we**", "**us**", "**our**") collect from Customers and their users (collectively, "**Customer**" "**you**" and "**your**") and provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Global Privacy Notice.

Unless otherwise provided in this Notice, this Notice is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). A concept or principle covered in this Notice shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized terms referenced, but not defined, in this Notice shall have the meanings assigned to them in the Agreement.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understands this Notice. Axon may occasionally update this Notice. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's acknowledgement, and to the extent allowed by law agreement to and acceptance of any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including Axon Evidence and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).

- "**Axon Products**" means:
(1) Axon Cloud Services;
(2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
(3) other software offered by Axon (including, without limitation, Axon Investigate, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
(4) ancillary hardware, equipment, software, services, cloud-based services,

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.

"**Customer Data**" means:
(1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
(2) "Non-Content Data", which means:

(a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration;
(b) "Customer Entity and User Service Interaction Data" which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
(c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
(d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and
(e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

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

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

· **"Personal Data"** means information about or relating to an individual, whether recorded or not, whether or not true or factual, which can be used to uniquely identify the individual either on its own or by reference to an identifier such as 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.

- **"Sensitive Personal Data"** means any information related to genetic, biometric and health data, as well as personal data revealing racial and ethnic origin, political opinions, religious or ideological convictions or trade union membership. Specific information types connected to an individual where misuse could negatively impact fundamental rights and freedoms of the data subject. This includes financial data of an individual, racial, genetic, health or lifestyle data.

- "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as

- collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **"Sub-processor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

Axon's Role

Data Processor

Axon is a Data Processor of Customer Content and Axon obtains no rights to Customer Content. The Customer is a Data Controller and controls and owns all right, title, and interest in and to Customer Content. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties.

Data Controller

Axon is a Data Controller for Non-Content Data. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller.

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery and improvement of Axon Products including business, operational, and security purposes. Axon may analyze and report anonymized and aggregated Non-Content Data to communicate with external and internal stakeholders.

Data Collection Purposes and Processing Activities

Customer Content

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon will only process Customer Content to provide Customer Axon Cloud Services including, without limitation, user authentication and authorization functionality, and to enable the functionalities according to the configuration selected by the Customer. Axon only processes Customer Content on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties. Axon will not use Customer Content for any advertising or other commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule.

Non-Content Data

Axon processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes.

Non-Content Data includes the following:

Customer Entity and User Data

Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications, such as maintenance schedules, or similar notifications, but may unsubscribe from promotional communications at any time such as by clicking on an unsubscribe button at the bottom of such communications.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon processes Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon processes "Service Operations and Security Data" to provide service operations and monitoring for its own purposes of ensuring the security of its services and systems. The processing of "Service Operations and Security Data" is necessary for Axon to monitor the security of its services, detect vulnerabilities, and act promptly on security breaches. Therefore, the processing is necessary to meet Axon's legal obligations, to maintain security standards and to fulfil our contractual commitments to the Customer.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, to market, and communicate with Customer by carrying out the administrative management of your registration and/or updating as a client, and the management and development of the contractual relationship with Customer and to contact Customer to provide information about its account, tenant, subscriptions, billing and updates to Axon Cloud Services, and to market our products or services to Customer via email, by sending promotional communications, including targeted advertisements, or by presenting Customer with relevant offers.

Support Data

Axon uses Support Data to resolve Customer’s support incident, and to operate, improve, and personalize Axon Products, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the device and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files. Service Operations and Security Data may be part of the Support Data when required for this purpose.

If Customer shares Customer Content to Axon in a support scenario, or access to or processing of Customer Content is necessary to provide support, the Customer Content will be processed as Support Data and will only be used for resolving support incidents.

Axon may provide support through phone, email, online chat or sessions. Phone conversations, online chat sessions, or online sessions with Axon support professionals may be recorded and/or monitored for efforts such as training, future support, and evidentiary purposes.

Legal Basis for Processing Personal Data

CUSTOMER CONTENT

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon's legal basis for the collection and processing of Personal Data within Customer Content is to fulfill obligations to facilitate and process contractual transactions that take place when you interact with Axon Cloud Services.

NON-CONTENT DATA

Axon's legal basis for the collection and processing of Personal Data within Non-Content Data is the legitimate interest to provide and support the delivery of our Services; investigate and help prevent security threats, fraud, or other malicious activity; enforce & protect the rights and properties of Axon or its affiliates; protect the rights and personal safety of Axon employees and third parties on or using the Services or Axon Products; and for the purposes which may be required by applicable laws and regulations.

Server and Data Location

Customer Content

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY SUB-P
AU	Southeast Asia	Micr
LA	South America	Micr
CA	Canada	Micr
EU	European Union	Amazor
EUR	European Union	Micr
UK	United Kingdom	Micr
US	United States	Microsoft Azure a
US	United States (Federal Region)	Micr
ENT	Global	Microsoft Azure a

Axon ensures that all Customer Content in Axon Evidence remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Non-Content Data

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support Data may be located in the United States and may be located in Customer's selected economic area for Customer Content.

Axon Cloud Services Sub-processors

Axon may rely on Sub-processors to provide or enhance Axon Products on its behalf. Axon only permits Sub-processors to use Customer Content to deliver to the Customer services that Axon offers. Axon prohibits Sub-processors from using Customer Content for any other purpose. Ownership of rights, titles, and interest in and to Customer Content remain with Customer.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content. Prior to onboarding Sub-processors, Axon audits the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to the scope of their services.

Axon maintains an up-to-date list of the names and locations of the required Customer Content sub-processor(s) used to for standard Axon Cloud Services here. Please note, additional Sub-processors may be included depending on additional functionality requested during contracting and implementation. If additional information is needed, please contact Axon at privacy@axon.com.

Axon will give Customer notice of any new Sub-processor. If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe here to receive notifications of a new Sub-processor(s) before Axon authorizes

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

any new Sub-processor to process Customer Content in connection with the provision of your service.

International Data Transfers

Personal Data within Non-Content Data may be subject to international data transfers outside the European Economic Area (EEA), United Kingdom, and Switzerland, which will be regulated in accordance with the mechanisms set out in the GDPR, UK-GDPR, and the Swiss FADP respectively, to safeguard the rights and freedoms of the data subject and ensure a level of protection equivalent to that required by European, United Kingdom, and Swiss regulations.

Axon and Fusus Inc. ('Axon') comply with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Axon has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Axon has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.

If there is any conflict between the terms in this Notice and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit https://www.dataprivacyframework.gov/.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Axon commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact Axon at privacy@axon.com.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Axon commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.

If you are an EU, Swiss or UK Individual, where we transfer your personal data to third party service providers (see above) who perform services for us or on our behalf, we are responsible for the processing of that data by them and shall remain liable if they process your personal data in a manner inconsistent with the DPF Principles referred to below, unless we prove that we are not responsible for the event giving rise to the damage.

Axon is subject to the investigatory and enforcement powers of the United States Federal Trade Commission regarding compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

To the extent the above mechanisms cannot be used to adequately safeguard transfers outside the EEA, United Kingdom, or Switzerland, Axon will put in place alternate safeguards, as appropriate (such as Standard Contractual Clauses (SCCs) and Transfer Impact Assessments (TIA).

Information Sharing

Axon may share data with its subsidiaries, legal entities, third party service providers and other partners to help us operate, including for providers to facilitate: (1) user account management, authentication, analytics, and communication, (2) product features, e.g. product development, and error analytics, (3) customer service and support, and (4) security monitoring and investigation.

Required Disclosures

Axon will not disclose Customer Content or Non-Content Data to Government Authorities except as required by any law or regulation. If permitted, Axon will notify Customer if any disclosure request is received for Customer Content so Customer may challenge or object.

Data Security Measures

Axon is committed to helping protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical, and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure, or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

its employees, contractors, and Sub-processors, to the extent applicable to the respective scope of performance.

Additional information regarding Axon's Data Security program can be found by visiting https://trust.axon.com

Confidentiality

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

Integrity

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

Availability

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

Isolation

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely

manages the role-based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

Personnel

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

Notification

If Axon becomes aware of unlawful or unauthorized access to, disclosure, alteration, or destruction of Non-Content or Customer Data, we will notify affected Customers and relevant authorities as necessary.

Data Portability, Migration, and Transfer Back Assistance

Data Portability

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

Data Migration

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

In the event Customer's Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, will delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

Post-Termination Assistance

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Customer Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Children's online privacy protection

Axon takes seriously its obligations under the Children's Online Privacy Protection Act. We do not knowingly collect Non-Content Data regarding children under 18.

Data Subject Rights

Non-Content Data

You have the rights described below with respect to your Personal Data. You may have the rights described below:

- Access and obtain a copy of your Personal Data on request;

- Require Axon to change incorrect or incomplete Personal Data;

- Require Axon to delete or stop processing your Personal Data, for example where the Personal Data is no longer necessary for the purposes of processing;

- Object to the processing of your Personal Data where Axon is relying on its legitimate interests as the legal ground for processing; and

- Withdraw your consent in circumstances where consent is the legal basis for processing.

If you would like to exercise any of these rights or have any questions, please contact us at

privacy@axon.com. To submit a deletion request, please complete this form.

If you believe that Axon has not complied with your data protection rights, you may have the right to lodge a complaint with a supervisory authority, in particular in the jurisdiction where you work, normally live or where any alleged infringement of data protection laws occurred.

In the EEA: the data protection authority of their place of residence;

In the United Kingdom: the UK Information Commissioner's Office ("ICO");

In Switzerland: the Federal Data Protection and Information Commissioner ("FDPIC").

In the United States, please contact your applicable State Attorney General.

In other locations around the world, their local data protection authority.

If personal data covered by this Privacy Notice is to be used for a new purpose that is materially different from that for which the personal data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party in a manner not specified in this policy, Axon will provide you with an opportunity to choose whether to have your personal data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to us as specified in the "How to Contact Us" section below.

Certain personal data, such as information about medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, is considered "Sensitive Information." Axon will not use Sensitive Personal for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual unless Axon has received your affirmative and explicit consent (opt-in).

Customer Content

Customers may process Personal Data regarding an individual when leveraging Axon Cloud Services. In such cases, we are processing such personal data purely on behalf of our Customers and any individuals who seek to exercise their rights should first direct their query to our Customer, the Data Controller.

Axon will work with Customers to provide access to Personal Data that Axon or Sub-processors hold. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Data Retention

Customer Content

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, Customer controls the retention and deletion of its Evidence within Axon Cloud Services.

Non-Content Data

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within.

Axon's data retention policies relate to Axon's Non-Content Data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon products and services and in accordance with applicable regulations. We will retain Non-Content Data for as long as needed to provide services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Your California Privacy Rights

Pursuant to the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), we provide this California Consumer Privacy Act Addendum (the "CCPA Addendum") to California residents ("consumers" or "you" or "your"). This CCPA Addendum supplements the information contained in our Axon Cloud Services Privacy Notice. Any capitalized term used but not defined in this Notice has the meaning given in our Axon Cloud Services Privacy Notice.

This CCPA Addendum does not apply to information we collect about individuals in their capacity as present or former job applicants or employees of Axon or the use of the Axon website. Nor does this amendment cover processing of Customer Content within Axon Cloud Services.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Categories of Personal Information Collected

Categories of Personal Information	Examples
Identifiers and Contact Information	Name, postal address, telephone number, u identifier, online identifier, Internet Protocol address, username, email address or other similar ide
Commercial Information	Records and history of products or services considered
Internet or other electronic network activity information	Interaction with our websites, applications, o
Geolocation data	Approximate physical location (derived from address)
Professional or employment-related information	Job title, employer name. Inferences drawn f above
Account authentication credentials	Username, encrypted and hashed password

Sources of Personal Information

We obtain the categories of Personal Information listed above directly from you as well as from the following categories of sources: our corporate affiliates, third-party business partners, and other third-party sources.

Use of Personal Information

We use Personal Information for a variety of business and commercial purposes, as described this Axon Cloud Services Privacy Notice.

Your Consumer Rights under the CCPA

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

California law grants state residents certain rights, including the rights to know and access specific types of Personal Data, to learn how we process Personal Data, to request deletion of Personal Data, to request correction of Personal Data, to opt-out of sharing your Personal Data for third party advertising purposes, and not to be denied goods or services for exercising these rights.

If you would like to exercise any of these rights please contact us at privacy@axon.com.

Right to Opt-Out of Selling or Sharing

In the preceding 12 months, Axon has not sold or shared (as those terms are defined in the CCPA) any Personal Data.

Authorized Agents

To make a request as an authorized agent on behalf of a California resident, you may use the submission methods noted above. Please provide us with a copy of the consumer's written authorization designating you as their agent.

Nondiscrimination

We will not unlawfully discriminate against you for exercising your rights under the CCPA.

Additional Information about specific Axon Cloud Services

The following information pertains to specific privacy and data processing activities associated with certain Axon Cloud Services. If you are a user of any of the below products, please read the applicable language carefully.

Community Request

Community Request services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, "**Submissions**") by an individual completing questionnaires, while using Community Request **("Survey Participant"),** to our Customer that uses the Community Request service. Our Customer which requests Submissions through Community Request receives those Submissions - once transmitted, the Submissions remain in the possession of the requesting Customer and Axon does not own or control any copies. The Customer is thus the Data Controller of Submissions data. The Customer to which a Survey Participants transmits the Submission will own and control such Submission, and the privacy practices of Axon's Customer will apply.

Additionally, Community Request automatically collects certain details about a Survey Participant usage of Community Request and their device. Axon may automatically collect certain details of your access to and use of Community Request, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Community Request. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

My90

My90 services may facilitate the transmission of information and content voluntarily submitted including certain metadata associated therewith, (collectively, "**Submissions**") by an individual completing questionnaires, while using My90 **("Survey Participant"),** to our Customer that uses the My90 service. Survey Participants should not submit Personal Data as part of a Submission. If Personal Data is submitted, Axon will remove or de-identify the Submission.

Axon will analyze and aggregate Submissions to evaluate Customer interactions with respondents or to obtain insight. For example, this is done to understand the effectiveness of existing emergency response processes or to understand sentiment towards My90 Customers. This information can help Axon, and its Customers obtain insights and comparison on community trends and accordingly implement or recommend implementation of measures to improve policing.

Axon may also share aggregated Submissions publicly or privately through various mediums. We share this information to provide insights and comparisons on general policing and community trends. Prior to sharing this information, Axon will ensure that the Submission has been aggregated and de-identified so it can no longer be linked directly to a respondent.

Outside of the usage of Submissions, My90 automatically collects certain details about a Survey Participant usage of My90 and their device. Axon may automatically collect certain details of your access to and use of My90, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through My90. We may collect information about your mobile device and internet connection, including the operating system, IP address, browser type, and mobile network information.

Axon Fusus

We process Customer Content on behalf of and as a Data Processor, and to the extent necessary to provide Services to our Customers. To provide our Customers with our Services, we may process and store Customer Content that is captured and recorded when our Customers and their users operate our Products and other Services, such as video or audio recordings, live video or audio streams, images, comments, and data our products

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collect from their surrounding environment to perform their functions (such as motion, events, temperature and ambient light). The Customer is thus the Data Controller of Customer Content collected by Fusus and the privacy practices of Axon's Customer will apply.

Axon Fusus Terms of Use prohibits the use of cameras set by our Customers with our Platform or other Services in locations where a person has a reasonable expectation of privacy. We require our Customers to conduct any video monitoring through our Services in compliance with applicable laws, regulations and policies, including non-discrimination, sexual harassment, among others. Therefore, monitoring in the bathrooms, locker rooms, or other areas where individuals have a reasonable expectation of privacy is prohibited;

Axon Fusus Terms of Use also specifies that the camera positions and views are limited to open, common and public areas, unless otherwise permitted by a court order authorized by a court of competent jurisdiction relating to an investigation by a law enforcement agency.

Additionally, Axon Fusus may automatically collect certain details about users of Axon Fusus Products or Services. Axon may automatically collect certain details of your access to and use of Axon Fusus Products or Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through Axon Fusus Products or Services.

How to Contact Us

If you have any questions or concerns regarding Axon's privacy practices or the content of this Notice, please contact privacy@axon.com.

ARTICLE 13 - AXON TRAINING SUPPORT PLATFORMS PRIVACY NOTICE

Last Updated: September 15th, 2025

This Axon Training Support Platform Privacy Notice ("Notice") applies only to the information that Axon Enterprise, Inc. ("Axon") collects and you or your employer (collectively, "Customer") provide to Axon in connection with Customer's use of MyAxon, Axon Virtual Reality, and Axon Academy ("Axon Training Support Platforms" as defined below).

Our privacy practices may vary among the countries in which we operate to reflect local practices and legal requirements. Specific privacy policies may apply to some of our practices, products, or services. Please visit the webpage, mobile application, or digital asset of the specific product or service to learn more about our privacy practices in relation to that product or service.

Unless otherwise provided in this Notice, this Notice is subject to the terms of the Master Services Purchasing Agreement, Data Protection Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). A concept or principle covered in this Notice shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized terms referenced, but not defined, in this Notice shall have the meanings assigned to them in the Agreement.

By using Axon Training Support Platforms, Customer acknowledges that Customer has read and understands this Notice. Axon may occasionally update this Notice. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Training Services will signify Customer's acknowledgement, and to the extent allowed by law agreement to and acceptance of any such changes.

Axon's marketing sites and other public websites are governed by the Axon Global Privacy Policy.

If you represent an organization, such as a business or agency, that utilizes Axon Cloud Services products, please see the Axon Cloud Services Privacy Policy.

If you (1) apply for a job role; (2) otherwise seek to work with or for us; or (3) being considered for a job role at Axon, please see the Applicant and Candidate Privacy Policy.

Definitions

- "**Axon Academy**" means Axon's Customer learning management system and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products (as defined below).

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including Axon Evidence, Axon Records, and Fusus, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).

- "**Axon Products**" means:
(1) Axon Cloud Services; (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**"); (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.

- "**Axon Training Support Platforms**" means Axon Academy, Axon Virtual Reality, and MyAxon.

- "**Axon Virtual Reality**" means Axon's virtual reality services and virtual reality devices and virtual reality client applications and other related offerings, including, without limitation, interactions between Axon Virtual Reality and Axon Products.

- **"Non-Content Data",** which means:
(a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Training Support Platform tenant configuration;
(b) "Customer Entity and User Service Interaction Data" which means data regarding Customer's interactions with Axon Training Support Platforms;
(c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Training Support Platform logs; (iii) service metrics and events logs; and (iv) web transaction logs;
(d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Training Support Platform, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and
(e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, error-tracking files and upon consent call or video recording.

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

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

· **"Data Exporter"** means the Data Controller who transfers the Personal Data.

· "Data Importer" means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection within the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("GDPR")

· "**MyAxon**" means Axon's Customer support and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

· **"Personal Data"** means information about or relating to an individual, whether recorded or not, whether or not true or factual, which can be used to uniquely identify the individual either on its own or by reference to an identifier such as 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 person.

· **"Sensitive Personal Data"** means any information related to genetic, biometric and health data, as well as personal data revealing racial and ethnic origin, political opinions, religious or ideological convictions or trade union membership. Specific information types connected to an individual where misuse could negatively impact fundamental rights and freedoms of the data subject. This includes financial data of an individual, racial, genetic, health or lifestyle data.

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

· **"Sub-processor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

· **"Training Participant Data**" personal data of individuals participating in Axon Training Support Platforms related training. The data will include individual names, emails, roles and job titles as well as training records, feedback for employers and company details. The data is used only for training provision via Axon Training Support Platforms.

· **"Training Certification Data"** means certifications provided as part of Axon Training Support Platforms

Axon's Role

Data Processor

Axon is a Data Processor of Training Participant Data and Axon obtains no rights to Training Participant Data. The Customer is a Data Controller and controls and owns all right, title, and interest in and to Training Participant Data. Axon only processes Training Participant Data on behalf of the Customer in accordance with the Agreement and the Data Processing Agreement entered into between the parties.

Data Controller

Axon is a Data Controller for Non-Content Data and Training Certification Data.

Axon processes Non-Content Data to provide, support and improve Axon Training Support Platforms including business, operational, and security purposes. With Non-Content Data, Axon may analyze, and report anonymized and aggregated data to communicate with external and internal stakeholders.

Axon processes Training Certification Data to validate and manage the certification process associated with Axon Training Support Platforms and Axon Products, which includes determining the requirements, criteria, and procedures for training certification.

Data Collection Purposes and Processing Activities

Training Participant Data

Axon will only use Training Participant Data to provide Customer Axon Training Support Platforms. Axon will not use Training Participant Data for any advertising or similar commercial purposes. Axon periodically upgrades or changes Axon Training Support Platforms to provide customers with new features and enhancements. Changes to Axon

Training Support Platforms may increase the capabilities of the service and ways in which Axon Training Support Platforms can be processed.

Non-Content Data

Axon processes Non-Content Data to provide Axon Training Support Platforms and to support the overall delivery of the service including business, operational, and security purposes.

Non-Content Data includes the following:

- **Customer Entity and User Data.** Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Training Support Platforms tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Training Support Platforms, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Training Support Platforms or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Training Support Platforms, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

- **Customer Entity and User Service Interaction Data**. Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Training Support Platforms; and, where applicable, Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

- **Service Operations and Security Data.** Axon uses Service Operations and Security Data to provide service operations and monitoring.

- **Account Data**. Axon uses Account Data to provide Axon Training Support Platforms, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

- **Support Data.** Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Training Support Platforms. If Customer shares Training Participant Data to Axon in a support scenario, Training Participant

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Data will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use "impersonation" to temporarily navigate Customer's Axon Training Support Platforms tenant to view data in order to resolve a support incident ("Impersonation"). Phone conversations, online chat sessions, or Impersonation sessions with Axon support professionals may be recorded and/or monitored.

Training Certification Data

As a Certification Body, Axon processes Training Certification Data, which refers to certifications provided through Axon Training Support Platforms, for the purpose of administering, validating, and managing the certification lifecycle, thereby acting as the data controller in determining how and why this data is handled.

Legal Basis for Processing Personal Data

TRAINING PARTICIPANT DATA

Axon's legal basis for the collection and processing of Personal Data within Training Participant Data is to fulfill obligations to facilitate and process contractual transactions that take place when you interact with Axon Training Support Platforms.

NON-CONTENT DATA

Axon's legal basis for the collection and processing of Personal Data within Non-Content Data is the legitimate interest to provide and support the delivery of our Services; investigate and help prevent security threats, fraud, or other malicious activity; enforce & protect the rights and properties of Axon or its affiliates; protect the rights and personal safety of Axon employees and third parties on or using the Training Support Platforms; and for the purposes which may be required by applicable laws and regulations.

Training Certification Data

Axon's legal basis for the collection and processing of Personal Data within Training Certification Data is to fulfill obligations to facilitate contractual transactions needed to manage certifications that occur within Axon Training Support Platforms.

Axon Training Support Platforms Sub-processors

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon maintains an up-to-date list of the names and locations of all Sub-processors. If Customer is a current Training Support Platforms customer with a data processing agreement in place with Axon, Customer may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process Training Participant Data in connection with the provision of their service. If Customer would like to subscribe to receive email notifications for changes to Training Support Platforms Sub-processor(s) or for a complete list of Training Support Platforms Sub-Processors, please contact us using the information in the **Contact Us** section below.

If Customer is an individual in the EEA or Switzerland, to obtain a copy of the safeguard describing how Customer Personal Data is protected, please contact us using the information in the **Contact Us** section below.

International Data Transfers

Personal Data may be subject to international data transfers outside the European Economic Area (EEA), United Kingdom, and Switzerland, which will be regulated in accordance with the mechanisms set out in the GDPR, UK-GDPR, and the Swiss FADP respectively, to safeguard the rights and freedoms of the data subject and ensure a level of protection equivalent to that required by European, United Kingdom, and Swiss regulations.

Axon and Fusus Inc. ('Axon') comply with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Axon has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Axon has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.

If there is any conflict between the terms in this Notice and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit https://www.dataprivacyframework.gov/.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Axon commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact Axon at privacy@axon.com.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Axon commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA), and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.

If you are an EU, Swiss, or UK Individual, where we transfer your personal data to third party service providers (see above) who perform services for us or on our behalf, we are responsible for the processing of that data by them and shall remain liable if they process your personal data in a manner inconsistent with the DPF Principles referred to below, unless we prove that we are not responsible for the event giving rise to the damage.

Axon is subject to the investigatory and enforcement powers of the United States Federal Trade Commission regarding compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

To the extent the above mechanisms cannot be used to adequately safeguard transfers outside the EEA, United Kingdom, or Switzerland, Axon will put in place alternate safeguards, as appropriate (such as Standard Contractual Clauses (SCCs) and Transfer Impact Assessments (TIA).

Information Sharing

Axon may share data with its subsidiaries, legal entities, third party service providers and other partners to help us operate, including for providers to facilitate: (1) user account management, authentication, analytics, and communication, (2) product features, e.g. product development, and error analytics, (3) customer service and support, and (4) security monitoring and investigation.

Required Disclosures

Axon will not disclose Personal Data to Government Authorities except as required by any law or regulation. If permitted, Axon will notify Customer if any disclosure request is received for Training Participant Data so Customer may challenge or object.

Data Security Measures

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Axon is committed to protect the security of Personal Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Personal Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

Data Breach

Notification

If Axon becomes aware of unlawful or unauthorized access to, disclosure, alteration, or destruction of Personal Data, we will notify affected Customers and relevant authorities as necessary.

Automated Decision-Making

Customers will not be subject to decisions that will have a significant impact on Customers based solely on automated decision-making.

Children's online privacy protection

Axon takes seriously its obligations under the Children's Online Privacy Protection Act. We do not knowingly collect Non-Content Data regarding children under 18.

Data Subject Rights

Non-Content Data and Training Certification Data

You have the rights described below with respect to your Personal Data. You may have the rights described below:

- Access and obtain a copy of your Personal Data on request;

- Require Axon to change incorrect or incomplete Personal Data;

- Require Axon to delete or stop processing your Personal Data, for example where the Personal Data is no longer necessary for the purposes of processing;

- Object to the processing of your Personal Data where Axon is relying on its legitimate interests as the legal ground for processing; and

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

· Withdraw your consent in circumstances where consent is the legal basis for processing.

If you would like to exercise any of these rights or have any questions, please contact us at

privacy@axon.com. To submit a deletion request, please complete this form.

If you believe that Axon has not complied with your data protection rights, you may have the right to lodge a complaint with a supervisory authority, in particular in the jurisdiction where you work, normally live or where any alleged infringement of data protection laws occurred.

In the EEA: the data protection authority of their place of residence;

In the United Kingdom: the UK Information Commissioner's Office ("ICO");

In Switzerland: the Federal Data Protection and Information Commissioner ("FDPIC").

In the United States, please contact your applicable State Attorney General.

In other locations around the world, their local data protection authority.

If personal data covered by this Privacy Notice is to be used for a new purpose that is materially different from that for which the personal data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party in a manner not specified in this policy, Axon will provide you with an opportunity to choose whether to have your personal data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to us as specified in the "How to Contact Us" section below.

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Training Participant Data

Customers may process Personal Data regarding an individual when leveraging Training Support Platforms. In such cases, we are processing such personal data purely on behalf of our Customers and any individuals who seek to exercise their rights should first direct their query to our Customer, the Data Controller.

Axon will work with Customers to provide access to Personal Data that Axon or Sub-processors hold. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

Data Retention

Axon will only retain Personal Data for as long as needed for the specific purpose in which it was obtained, or as otherwise required by applicable laws or regulations. For more information on where and how long your Personal Data is stored, please contact us at privacy@axon.com.

Your California Privacy Rights

Pursuant to the California Consumer Privacy Act (“CCPA”), as amended by the California Privacy Rights Act ("CPRA"), we provide this California Consumer Privacy Act Addendum (the "CCPA Addendum") to California residents ("consumers" or "you" or “your”). This CCPA Addendum supplements the information contained in this Notice. Any capitalized term used but not defined in this Notice has the meaning given in our Axon Training Support Platforms.

This CCPA Addendum does not apply to information we collect about individuals in their capacity as present or former job applicants or employees of Axon or the use of the Axon website nor cover processing within Axon Cloud Services. Nor does this amendment cover processing of Training Participant Data within this Notice.

Categories of Personal Information Collected

Categories of Personal Information	Examples
Identifiers and Contact Information	Name, postal address, telephone number, unique personal identifier, online ide Protocol address, username, email address or other similar identifiers
Commercial Information	Records and history of products or services purchased or considered

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Internet or other electronic network activity information	Interaction with our websites and applications
Geolocation data	Approximate physical location (derived from an Internet Protocol address)
Professional or employment-related information	Job title, employer name. Inferences drawn from the any of the above
Account authentication credentials	Username, encrypted and hashed password

Sources of Personal Information

We obtain the categories of Personal Information listed above directly from you as well as from the following categories of sources: our corporate affiliates, third-party business partners, and other third-party sources.

Use of Personal Information

We use Personal Information for a variety of business and commercial purposes, as described this Notice.

Your Consumer Rights under the CCPA

California law grants state residents certain rights, including the rights to know and access specific types of Personal Data, to learn how we process Personal Data, to request deletion of Personal Data, to request correction of Personal Data, to opt-out of sharing your Personal Data for third party advertising purposes, and not to be denied goods or services for exercising these rights.

If you would like to exercise any of these rights please contact us at privacy@axon.com.

Right to Opt-Out of Selling or Sharing

In the preceding 12 months, Axon has not sold or shared (as those terms are defined in the CCPA) any Personal Data.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Authorized Agents

To make a request as an authorized agent on behalf of a California resident, you may use the submission methods noted above. Please provide us with a copy of the consumer's written authorization designating you as their agent.

Nondiscrimination

We will not unlawfully discriminate against you for exercising your rights under the CCPA.

How to Contact Us

If you have any questions or concerns regarding Axon's privacy practices or the content of this Notice, please contact privacy@axon.com.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

ARTICLE 14 - Axon Online Support Platforms Terms of Use Appendix

1 Definitions.

"**Axon Online Support Platforms**" means Axon Academy and MyAxon.

"**Axon Academy**" means Axon's Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.

"**MyAxon**" means Axon's Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

"**Axon Online Customer Content**" means

a) "Academy Customer Content" is data uploaded into, ingested by, or created in Axon Academy within Customer's tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.

b) "MyAxon Customer Content" means data uploaded into, ingested by, or created in MyAxon within Customer's tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon Non-Content Data.

"**Axon Online Non-Content Data**" means

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

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

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

"**Axon Support Materials**" means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.

"**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 Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.

3 **Customer Owns Axon Online Customer Content**. Customer controls and owns all right, title,

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and interest in Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.

5 **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. 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 Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, 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 Axon Online Customer Content, or if account information is lost or stolen.

6 **Privacy**. Customer's use of Axon Online Support Platforms is subject to the Axon Online Support Platforms Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-online-support-platforms-privacy-policy. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.

7 **Location of Storage**. Axon may transfer Axon Online Customer Content and Axon Online Non-Content Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online Non-Content Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Non-Content Data will

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

be in the United States.

8 **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.

9 **Axon Online Support Platforms Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.

10 **Axon Online Support Platforms Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **10.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;
- **10.2** reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;
- **10.3** access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **10.4** use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;
- **10.5** access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;
- **10.6** 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 Online Support Platforms; or
- **10.7** use Axon Online Support Platforms 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.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

- Terms of Service
- Paid Service Terms of Service
- Paid Service Usage Rules
- Collecting Society Notices
- Copyright Notices
- Community Guidelines

RTICLE 15 - Terms of Service

ARTICLE 16 - View the Terms of Service in other languages: հայերեն, ᨿᨾᨾᨾ, فارسی, ລາວ, Hmong, ium, Filipino, العربية, 中文（中国）, 中文（台灣）, हिन्दी, 日本語, 한국어, ਪੰਜਾਬੀ, Русский, Español (Latinoamérica), ไทย, Українська, Tiếng Việt, and English

ARTICLE 17 - What's in these terms?

This index is designed to help you understand some of the key updates we've made to our Terms of Service (Terms). We hope this serves as a useful guide, but please ensure you read the Terms in full.

ARTICLE 18 - Welcome to YouTube!

This section outlines our relationship with you. It includes a description of the Service, defines our Agreement, and names your service provider.

ARTICLE 19 - Who May Use the Service?

This section sets out certain requirements for use of the Service, and defines categories of users.

ARTICLE 20 - Your Use of the Service

This section explains your rights to use the Service, and the conditions that apply to your use of the Service. It also explains how we may make changes to the Service.

ARTICLE 21 - Your Content and Conduct

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

This section applies to users who provide Content to the Service. It defines the scope of the permissions that you grant by uploading your Content, and includes your agreement not to upload anything that infringes on anyone else's rights.

ARTICLE 22 - Account Suspension and Termination

This section explains how you and YouTube may terminate this relationship.

ARTICLE 23 - About Software in the Service

This section includes details about software on the Service.

ARTICLE 24 - Other Legal Terms

This section includes our service commitment to you. It also explains that there are some things we will not be responsible for.

ARTICLE 25 - About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them.

ARTICLE 26 - Terms of Service

Dated: December 15, 2023

ARTICLE 27 - TERMS OF SERVICE

ARTICLE 28 - Welcome to YouTube!

Introduction

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

Our Service

The Service allows you to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We

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provide lots of information about our products and how to use them in our Help Center. Among other things, you can find out about YouTube Kids, the YouTube Partner Program and YouTube Paid Memberships and Purchases (where available).You can also read all about enjoying content on other devices like your television, your games console, or Google Home.

Your Service Provider

The entity providing the Service is Google LLC, a company operating under the laws of Delaware, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (referred to as “YouTube”, “we”, “us”, or “our”). References to YouTube’s “Affiliates” in these terms means the other companies within the Alphabet Inc. corporate group (now or in the future).

Applicable Terms

Your use of the Service is subject to these terms, the YouTube Community Guidelines and the Policy, Safety and Copyright Policies which may be updated from time to time (together, this "Agreement"). Your Agreement with us will also include the Advertising on YouTube Policies if you provide advertising or sponsorships to the Service or incorporate paid promotions in your content. Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

ARTICLE 29 - Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service; however, children of all ages may use the Service and YouTube Kids (where available) if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service. You can find tools and resources to help you manage your family's experience on YouTube (including how to enable a child under the age of 13 to use the Service and YouTube Kids) in our Help Center and through Google's Family Link.

Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

ARTICLE 30 - Your Use of the Service

Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, YouTube or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. YouTube is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the Community Guidelines or the law, you can report it to us.

Google Accounts and YouTube Channels

You can use parts of the Service, such as browsing and searching for Content, without having a Google account. However, you do need a Google account to use some features. With a Google account, you may be able to like videos, subscribe to channels, create your own YouTube channel, and more. You can follow these instructions to create a Google account.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Creating a YouTube channel will give you access to additional features and functions, such as uploading videos, making comments or creating playlists (where available). Here are some details about how to create your own YouTube channel.
To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about keeping your Google account secure, including what to do if you learn of any unauthorized use of your password or Google account.
Your Information
Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service. The YouTube Kids Privacy Notice provides additional information about our privacy practices that are specific to YouTube Kids.
We will process any audio or audiovisual content uploaded by you to the Service in accordance with the YouTube Data Processing Terms, except in cases where you uploaded such content for personal purposes or household activities. Learn More.
Permissions and Restrictions
You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from YouTube and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines, in accordance with YouTube's robots.txt file; or (b) with YouTube's prior written permission;

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

4. collect or harvest any information that might identify a person (for example, usernames or faces), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics in any manner;
7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
8. run contests on or through the Service that do not comply with YouTube's contest policies and guidelines;
9. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
10. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the Advertising on YouTube policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where YouTube videos are the main draw for users visiting the webpage).

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or YouTube.

Develop, Improve and Update the Service

YouTube is constantly changing and improving the Service. As part of this continual evolution, we may make modifications or changes (to all or part of the Service) such as

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adding or removing features and functionalities, offering new digital content or services or discontinuing old ones. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, make changes to comply with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. When the Service requires or includes downloadable software (such as the YouTube Studio application), that software may update automatically on your device once a new version or feature is available, subject to your device settings. If we make material changes that negatively impact your use of the Service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. We'll also provide you with an opportunity to export your content from your Google Account using Google Takeout, subject to applicable law and policies.

ARTICLE 31 - Your Content and Conduct

Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the YouTube Community Guidelines) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to YouTube and other users of the Service, as described below.

License to YouTube

By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to

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reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and YouTube's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Right to Monetize

You grant to YouTube the right to monetize your Content on the Service (and such monetization may include displaying ads on or within Content or charging users a fee for access). This Agreement does not entitle you to any payments. Starting November 18, 2020, any payments you may be entitled to receive from YouTube under any other agreement between you and YouTube (including for example payments under the YouTube Partner Program, Channel memberships or Super Chat) will be treated as royalties. If required by law, Google will withhold taxes from such payments.

Removing Your Content

You may remove your Content from the Service at any time. You also have the option to make a copy of your Content before removing it. You must remove your Content if you no longer have the rights required by these terms.
Removal of Content By YouTube

If any of your Content (1) is in breach of this Agreement or (2) may cause harm to YouTube, our users, or third parties, we reserve the right to remove or take down some or all of such Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. You can learn more about reporting and enforcement, including how to appeal on the Troubleshooting page of our Help Center.

ARTICLE 32 - Community Guidelines Strikes

YouTube operates a system of "strikes" in respect of Content that violates the YouTube Community Guidelines. Each strike comes with varying restrictions and may result in the permanent removal of your channel from YouTube. A full description of how a strike affects your channel is available on the Community Guidelines Strikes Basics page. If you believe that a strike has been issued in error, you may appeal here. If your channel has been restricted due to a strike, you must not use another channel to circumvent these restrictions. Violation of this prohibition is a material breach of this Agreement and Google reserves the right to terminate your Google account or your access to all or part of the Service.

Copyright Protection

We provide information to help copyright holders manage their intellectual property online in our YouTube Copyright Center. If you believe your copyright has been infringed on the Service, please send us a notice.
We respond to notices of alleged copyright infringement according to the process in our YouTube Copyright Center, where you can also find information about how to resolve a copyright strike. YouTube's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

ARTICLE 33 - Account Suspension & Termination

Terminations by You
You may stop using the Service at any time. Follow these instructions to delete the

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Service from your Google Account, which involves closing your YouTube channel and removing your data. You also have the option to download a copy of your data first.
Terminations and Suspensions by YouTube

YouTube reserves the right to suspend or terminate your Google account or your access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we reasonably believe that there has been conduct that creates (or could create) liability or harm to any user, other third party, YouTube or our Affiliates.

Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by YouTube unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority; (b) would compromise an investigation; (c) would compromise the integrity, operation or security of the Service; or (d) would cause harm to any user, other third party, YouTube or our Affiliates.

Effect of Account Suspension or Termination

If your Google account is terminated or your access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe that the termination or suspension has been made in error, you can appeal using this form.

ARTICLE 34 - About Software in the Service

Downloadable Software
When the Service requires or includes downloadable software (such as the YouTube Studio application), unless that software is governed by additional terms which provide a license, YouTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by YouTube as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by YouTube, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have YouTube's written permission.

Open Source
Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

ARTICLE 35 - Other Legal Terms

Warranty Disclaimer
OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND YOUTUBE DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;

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5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR YOUTUBE, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

YOUTUBE AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT YOUTUBE HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO YOUTUBE, OF THE CLAIM; AND (B) USD $500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links
The Service may contain links to third-party websites and online services that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

ARTICLE 36 - About this Agreement

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Changing this Agreement
We may change this Agreement, for example, (1) to reflect changes to our Service or how we do business - for example, when we add new products or features or remove old ones, (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change this Agreement, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new product or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove any Content you uploaded and stop using the Service.

Continuation of this Agreement
If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance
If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver
If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

Governing Law
All claims arising out of or relating to these terms or the Service will be governed by California law, except California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA. You and YouTube consent to personal jurisdiction in those courts.

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Limitation on Legal Action

YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

ARTICLE 37 - Effective as of December 15, 2023 (view previous version)

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Skydio Terms of Use

1. Use of Offering.

1.1 Account. To access and use the products and services provided under this Agreement ("Offerings"), the Authorized User (as defined below) must provide certain information required in order for Provider or its suppliers to create and administer their account, including name, email address, and billing information ("Account Data"). Customer is responsible for maintaining the confidentiality of the account, including any API tokens provided that enable Authorized Users to send data to Offerings or access the account (collectively, "Credentials").

1.2 Customer is responsible for all Authorized Users' login credentials. Customer must promptly notify Provider of any unauthorized use of or access to Offerings or if any Credentials are lost, stolen, or disclosed to an unauthorized third party, or otherwise compromised. Provider may suspend or terminate Customer's account if any information provided during the registration process or thereafter is or becomes inaccurate, false, or misleading. Thereafter, Customer may be unable to use the Offerings that Customer purchased. Provider or its supplier may also temporarily suspend Customer's account if Provider or its supplier reasonably suspects that Customer's Credentials have been compromised for as long as is reasonably necessary to issue new Credentials and restore access to Customer's Account.

1.3 Authorized Users. Only Authorized Users may access and use the Offerings. employees and contractors working on behalf of and authorized by Customer or a Customer Affiliate (each an "Authorized User") may access and use the Offerings. Customer will (i) inform Authorized Users of all of Customer's own policies and practices that are relevant to the Authorized Users' use of the Offerings; and (ii) obtain all rights, permissions and consents from Authorized Users and other Customer personnel or contractors that are necessary (x) to grant the rights and licenses set forth in this agreement, and (y) for the lawful use and operation of the Offerings.

2. License to Host Customer Data.

2.1 Customer Media. Customer retains all ownership and other rights in any media that it captures using the Offerings or that Customer transmits to, uploads to, processes on, or stores in its instance of the SaaS Services or on its Account, including images, audio, text, and other works of authorship ("Customer Media"). Nothing in this agreement will be deemed to restrict any rights that Customer may have to use and exploit Customer Media. If Customer purchases SaaS Services or otherwise uploads Customer Media to Skydio, Customer represents and warrants that it or its licensors own all right, title, and interest in and to Customer Media and have all rights in the Customer Media necessary and sufficient to transmit to, upload to, run on, process on, or store in the SaaS Service, and to grant the rights to Skydio contemplated by this agreement. Customer is solely responsible for all Customer Media, including but not limited to the development, operation, maintenance, and use of all Customer Media and the results it obtains using Customer Media.

2.2 Metadata. Customer's use of the Offerings may also generate device and network information including application telemetry, temperature profiles, battery status, IP addresses or configurations, stored sessions, open ports, account credentials, network metadata, network connectivity, device operating system, status, version, and configuration information, and other system-level information that is not accessible in the ordinary course of use to end users of Skydio Offerings (collectively "Metadata").

2.3 License Grant. Customer's Account Data, customer media, and Metadata are collectively referred to as "Customer Data." Customer hereby grants to Axon and its supplier a non-exclusive, worldwide, royalty-free, fully-paid and transferable license to collect, access, process, reproduce, modify, transmit, store, and otherwise use any Customer Data provided by Customer to Axon or its supplier (i) to administer, develop, improve and support Customer's use of the Offerings and (ii) in support of Axon's supplier's development of related technologies, solutions and devices in accordance with Axon's supplier's standard data retention policies and procedures, and these Terms of Use.

3. Data Privacy and Security. Please take advantage of the security features provided within the

Offerings, safeguard Customer's credentials, and report any suspected security incidents to us. In order to provide the Offerings, Provider's supplier may process technical and related personal information related to Customer's use of the Offerings, which may include application telemetry, internet protocol address and configurations, stored sessions, open ports, account credentials, hardware identification numbers or other factors, system status, information identifying operating systems, application software, and peripheral hardware, and other non-personally identifiable data. Such data will be used to facilitate the provisioning of updates, software, and services. Axon may transfer such information to its processors, suppliers, or affiliates as reasonably necessary in order to provide the Offerings.

Provider's supplier's collection, use, and sharing of personal information are governed by its Privacy Policy. Provider will, at all times, process any personal information shared by Customer as a "service provider" within the meaning of the California Consumer Privacy Act ("CCPA"). Provider and its suppliers will not further collect, sell, or use any such personal information except as necessary in order to provide the Offering, which may include disclosures to our own service providers or contractors.

4. Intellectual Property.

Software License. Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Offerings, and all copies of the software however made (including copies pre-installed on the hardware purchased by Customer) are the exclusive property of Provider or its suppliers. All Software is licensed to Customer subject to the Agreement and not sold. Customer will not circumvent any technological measure that controls access to software or services. Provider and its supplier reserves all rights not expressly granted in this Agreement, and no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.

Reservation of Rights. Customer acknowledges and agrees that: (a) the Offerings, contain Provider and its supplier's valuable intellectual property and are subject to and protected by patents, copyrights, trade secrets, and other intellectual property rights, throughout the world, of Provider and its licensors; (b) such intellectual property rights shall continue to be exclusively owned by Provider and its licensors; and (c) nothing in this agreement shall effect a transfer of such intellectual property rights to Customer.

5. Safety and Compliance.
Safety and Operating Guide. Customer acknowledges that improper operation of unmanned aircraft systems may cause injury to persons or property. Customer covenants and warrants that it and its Authorized Users will at all times: (a) exercise reasonable care in using Offerings; (b) use Offerings only in accordance with the information and warnings set forth in the Safety and Operating Guide and any other published product materials, technical specifications, user manuals, maintenance guidelines, and support communications provided by Provider or its supplier from time to time; (c) use Offerings in full compliance with all applicable local, state, national and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration (FAA), the Civil Aviation Safety authority (CASA), the European Union Aviation Safety Agency (EASA), the International Civil Aviation Organization (ICAO), or other government agencies or other authorities); (d) obtain and maintain all licenses, consents, clearances, and authorizations required to operate unmanned aircraft systems before using Offerings; and (e) comply with all relevant flight limitations and restrictions that may be imposed during flights by any government agency or other authority.

5.1 Installation and Procedures. Customer acknowledges that improper installation of aircraft docking systems may cause significant bodily injury or death to persons or significant property damage. In addition to representations concerning use of the Offerings above, Customer covenants and warrants that it and its Authorized Users will at all times: (a) use its best

judgment, which will be no less than commercially reasonable judgment, in installing and operating the aircraft docking system, (b) maintain the aircraft docking system, including but not limited to maintaining the integrity of its mounting, door and locking mechanisms, (c) enact sufficient safety procedures to prevent employee, contractor or bystander interference or injury, (d) ensure installation and use will only occur in environments consistent with all applicable laws including those pertaining to safety and employee and bystander well being, and (e) complete any and all safety procedures recommended by Provider and its supplier or that are commercially reasonable.

5.2 Use Restrictions. Customer covenants and warrants that neither Customer nor any person using Offerings on behalf of or as authorized by Customer will use Offerings: (a) outside of the Authorized Territory; (b) for any illegal purpose; (c) as a weapon or part of a weapons system, including for purposes of targeting a weapon, but excepting duly authorized governmental actions or (d) in any hazardous activity likely to result in death or injury to persons or injury to property. Authorized Territory means the United States of America.

6. Other Limitations and Restrictions.
Customer shall not do (and shall not permit others to do) any of the following: (a) license, sublicense, sell, resell, rent, lease, transfer, or distribute Offerings to others, redistribute the Offerings to third parties as a service bureau, or allow third parties (other than Customer's employees and individual contractors) to access the Offerings; (b) disassemble, reverse engineer, or decompile software or the systems used by Provider's supplier to render SaaS services, or otherwise attempt to derive the source code of such software or systems, except solely to the extent such activity is permitted under applicable law or this agreement; (c) modify SaaS services; (d) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling on or in Offerings; (e) use Offerings to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (f) use Offerings to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious or criminal act or disrupt the security, integrity or operation of any computer system; (g) use Offerings other than as expressly permitted in these Terms of Use and the Order Form, including without limitation using the Offerings in excess of the limitations or restrictions specified in the Agreement or in a manner that would violate the Agreement; (h) use Offerings to develop a competing product or service; (i) disable, jailbreak, or otherwise circumvent any technological measures in Offerings that limit access or use of Services; (j) unlock, activate, access, or use any feature of Offerings for which Customer has not purchased a subscription authorizing Customer to do so; (k) use offerings with any third-party products not expressly authorized by Provider; or (l) house, install, or otherwise locate offerings in locations constituting a hazard. Any breach of the foregoing obligations shall be deemed a material breach of the agreement.

7. Disclaimer of Warranty.
EXCEPT FOR THE WARRANTIES HEREIN (WHERE APPLICABLE), OFFERINGS PROVIDED HEREUNDER ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. PROVIDER AND ITS SUPPLIER HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS, OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT OFFERINGS ARE ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION OR ACHIEVE ANY PARTICULAR RESULT. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF OFFERINGS AND ANY THIRD-PARTY TECHNOLOGY, INCLUDING RELIANCE ON ANY INFORMATION GENERATED THROUGH USE OF OFFERINGS. TO THE EXTENT THAT PROVIDER OR ITS SUPPLIERS MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. Customer acknowledges that the Software is programmed with technological controls that communicate with Provider's supplier and that permit Provider's supplier to deactivate software

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if Customer's license to use such Software expires, terminates, or is suspended in accordance with this Agreement.

IF A LICENSE TO SOFTWARE HAS EXPIRED, BEEN TERMINATED, OR HAS BEEN SUSPENDED, OR IF SOFTWARE IS USED IN VIOLATION OF THIS EULA, THEN PROVIDER"S SUPPLIER MAY DEACTIVATE THE SOFTWARE AND CUSTOMER MAY THEREAFTER BE UNABLE TO USE SOFTWARE AND HARDWARE WHICH SOFTWARE CONTROLS. PROVIDER'S SUPPLIER SHALL REACTIVATE SOFTWARE PROMPTLY IF AND WHEN THE SUBJECT LICENSE IS REINSTATED.

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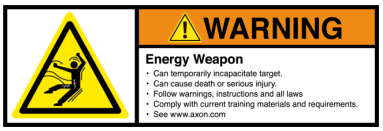
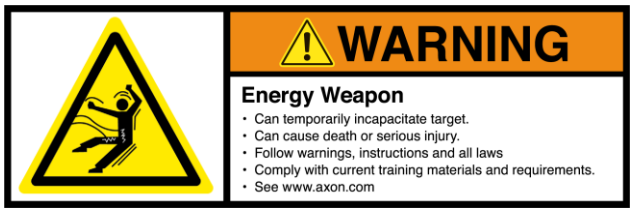
TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



IMPORTANT SAFETY AND HEALTH INFORMATION



This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. ("Axon") TASER energy weapon. These instructions and warnings are for your protection as well as the safety of others. **Read the entire document before handling or using an energy weapon.**

When used as directed in probe-deployment mode, energy weapons are designed to temporarily incapacitate a person from a safer distance than some other force options, while reducing the likelihood of death or serious injury. However, any use of force, including the use of an energy weapon, involves risks that a person may get hurt or die due to the effects of the energy weapon, physical incapacitation, physical exertion, unforeseen circumstances or individual susceptibilities. Following the instructions and warnings in this document will reduce the likelihood that energy weapon use will cause death or serious injury.

These warnings and instructions are effective **September 20, 2022**, and supersede all prior revisions and relevant Training Bulletins. **Immediately distribute this document to all TASER energy weapon users**. The most current warnings are also available online at www.axon.com.

1. **Complete training first.** Significant differences exist between different TASER energy weapon models. Do not handle or use any energy weapon model unless you have been trained by a Certified TASER Instructor on that particular model.[1]
2. **Read and follow.** Read, understand and follow all current instructions, warnings and relevant TASER training materials before handling or using a TASER energy weapon. Failure to do so could increase the risk of death or serious injury to the user, force recipient, or others.
3. **Obey applicable laws, regulations and agency Guidance.** Use of energy weapons must be legally justified and comply with applicable federal, state and local laws or regulations. The decision to use an energy weapon in a particular manner or circumstance must follow applicable law enforcement agency Guidance.[2]

This document uses a signal word panel to mark specific warnings:

WARNING This signal word panel indicates **a potentially hazardous situation which if not avoided could increase the risk of death or serious injury.**

Warnings may be followed by instructions and information to help reduce risks, avoid the hazard, and improve energy weapon safety.

SAFETY INFORMATION: ENERGY WEAPON RISKS AND RISK AVOIDANCE

WARNING **Secondary Injury.** The loss of control resulting from an energy weapon exposure may result in injuries due to a fall or other uncontrolled movement. When practicable, avoid using an energy weapon when secondary injuries are likely unless the situation justifies an increased risk.

[1] A Certified TASER Instructor is not an Axon agent, but maintains a current TASER instructor certification and complies with Axon's most current training requirements, materials and license agreement. Representations inconsistent with this document made by any Certified TASER Instructor are expressly disclaimed.

[2] Law enforcement agencies are force experts and are solely responsible for their own Guidance. "Guidance" includes policy, custom, procedure, rule, order, directive, training, continuum and standard. Axon has no authority to mandate Guidance, set policy, require training, or establish standards of care or conduct.

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Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, Signal Sensor, and Axon Signal Vehicle Unit Warnings, Instructions & Information

This document presents important safety warnings, instructions, and information intended to minimize hazards associated with the use of Axon Enterprise, Inc.'s (Axon) camera systems. These instructions and warnings are for your protection as well as the safety of others. **Read the entire document before using any Axon system.**

These warnings and instructions are effective **January 28, 2026**, and supersede all prior revisions. The most current warnings are also available online at www.axon.com.

1. **Read and obey.** Read, understand, and follow all current Axon system instructions, manuals, warnings, and relevant Axon training materials before using any Axon system. Failure to do so could increase the risk of serious injury, system malfunctions, or loss of data.
2. **Obey applicable laws, regulations, and agency guidance.** Use the Axon systems only in accordance with applicable federal, state, and local laws and other regulations or legal requirements.

This document uses a signal word panel to mark specific warnings:

⚠ WARNING

This signal word panel indicates a potentially hazardous situation which if not avoided could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

⚠ CAUTION

This signal word panel indicates a potentially hazardous situation which if not avoided or heeded could result in minor or moderate injury.

Warnings may be followed by instructions and information to help avoid the hazard and improve safety.

⚠ WARNING! POTENTIALLY EXPLOSIVE ENVIRONMENTS

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

Potentially explosive environments. Electric energy in a potentially explosive area could cause an explosion or fire, resulting in serious injury or even death. Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine. Axon cameras and Axon sensors contain wireless transmission technology that transfers radio frequencies over the air as a form of energy transfer. Wireless transmission has been deemed a risk factor in igniting an explosive environment. In situations where the Axon camera operator needs to enter a potentially explosive environment, Axon recommends that the user err on the side of caution and power off the device before entering the explosive environment. Axon cameras and sensors should be treated the same as a cellular telephone would be treated in this situation.

⚠ WARNING! NEODYMIUM RARE EARTH MAGNETS

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

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Virtual Reality (VR) Training Safety and Health Warnings

HEALTH & SAFETY WARNINGS: This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. ("Axon") VR Headset, VR Controllers, and accessories. These instructions and warnings are to reduce the risk of any personal injury or property damage. **Read the entire document before using a VR Headset**.

These warnings and instructions are effective **February 4, 2025**, and supersede all prior revisions. The most current warnings are also available online at www.axon.com.

1. **Read and obey.** Read, understand, and follow all current Axon system instructions, manuals, warnings, and relevant Axon training materials before using any Axon system. Failure to do so could increase the risk of serious injury, system malfunctions, or loss of data.
2. **Obey applicable laws, regulations, and agency guidance.** Use the Axon systems only in accordance with applicable federal, state, and local laws and other regulations or legal requirements.

This document uses a signal word panel to mark specific warnings:

⚠ WARNING
This signal word panel indicates a potentially hazardous situation which if not avoided could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

⚠ CAUTION
This signal word panel indicates a potentially hazardous situation which if not avoided or heeded could result in minor or moderate injury.

Warnings may be followed by instructions and information to help avoid the hazard and improve safety.

⚠ WARNING! BEFORE USING YOUR VR SYSTEM
Always follow all current instructions, warnings, and VR training materials to minimize risks.

1 **Complete training first**. Read and follow all setup and operating instructions provided with the VR products, including hardware and software recommendations. Risk of discomfort may increase if the recommended hardware and software are not used.

2 **Read and obey**. Read, understand, and follow all current instructions, warnings, and relevant VR training materials before using VR products. Failure to do so could increase the risk of injuries to the user or others.

3 **Unauthorized devices prohibited.** The Headset, VR Controller, and software are not designed for pairing with any unauthorized devices, accessories, software, or content. Use of unauthorized devices, accessories, software, or content may result in injuries to the user and others. Changing the Headset's Kiosk to accept software not intended for use by Axon may cause performance issues or damage to your VR system not covered by your warranty.

Virtual Reality (VR) Training Safety and Health Warnings

4 **Headset Adjustment**. To reduce the risk of discomfort, follow the Headset manufacturer's instructions for proper fit.

5 **Motion Sickness**. To reduce motion sickness, cease training and sit down to rest if you experience any symptoms.

6 **Ensure you are able to safely use the product.** Refer to the manufacturer's safety guidelines, included in the box and also available at axon.com/f3-safety. Some medical conditions may prevent you from fully experiencing VR in the Headset without health risks.

7 **Avoid prolonged use.** Prolonged use can have physical effects on your body. Take regular breaks. Never use for more than 60 minutes without taking a break. Be aware of the risks of repetitive stress injuries, photosensitive seizure, hearing loss, and even the physiological effects of experiencing VR can result in increased heart rate, respiration, spikes in blood pressure, panic attacks, vertigo, nausea, and other adverse effects.

8 **Stop using the product immediately if you experience any discomfort at all.** Remove your Headset immediately. Do not worry about exiting the experience or powering down. Remove the unit from your head. Seek medical assistance anytime you feel it is necessary.

⚠ WARNING! POTENTIALLY EXPLOSIVE ENVIRONMENTS

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

Potentially explosive environments. Electric energy in a potentially explosive area could cause an explosion or fire, resulting in serious injury or even death. Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine. Simulation devices used with the Axon VR system contain wireless transmission technology that transfers radio frequencies over the air as a form of energy transfer. Wireless transmission has been deemed a risk factor in igniting an explosive environment. Do not use the Headset, VR Controllers, simulation devices, or any other components of the Axon VR system in an explosive environment.

⚠ WARNING! HEALTH INFORMATION

Preexisting Medical Conditions. Ask your doctor before using the Headset if you are pregnant, elderly, have any binocular vision anomaly, neurological disorder, or psychiatric disorder. Refer to your doctor if you suffer from a heart condition or other serious medical condition.

⚠ WARNING! FREEDOM OF MOVEMENT RISKS

Risks Associated with Freedom of Movement. Wearing the VR Headset prevents you from seeing your immediate surroundings. Do not use VR products where there is not room for you

Virtual Reality (VR) Training Safety and Health Warnings

WARNING! FREEDOM OF MOVEMENT RISKS

to move around freely. Choose a training area free of objects and other people that may interfere with the simulation.

To prevent injuries, take the following precautions:

1. Sitting or standing, ensure you have a clear, open space to participate in VR.
2. Where you are in the room and how you are positioned when you power up the Headset will determine your point of view. Put on and power up the Headset only after you are standing or seated how you will be positioned for the VR experience.

WARNING! TRAINING ENVIRONMENT SAFETY

The Headset must be set up and used in a safe environment. The VR Headset produces/causes an immersive experience that can distract users and block their perception of their actual surroundings. The Headset should only be used indoors.

Always ensure that users are aware of their surrounding before starting and while in use of the Headset. You as a user are responsible for creating and maintaining a safe training space. The VR Headset should be used in a clear and safe area, including overhead. Serious injuries can occur from tripping or running into walls, furniture, objects, or people.

WARNING! AVOID WEAPONS CONFUSION

Do not confuse real law enforcement tools and weapons with simulated devices used in the Axon VR system. Keep firearms, TASER energy weapons, live TASER cartridges, and other weapons out of the training area.

WARNING! BATTERY AND CHARGING

Use the supplied charger for charging the Headset. Only plug the Headset into a proper wall charger.

VR Controllers that simulate the TASER 7 and TASER 10 energy weapons use battery packs designed for these energy weapons. Only use these batteries with the VR Controllers. Only recharge these batteries in a TASER Weapons Dock.

The VR Controllers have a USB-C connector used as a backup for pairing and updating firmware. DO NOT use the USB-C connector for recharging.

Simulation devices used with the VR system are powered by batteries. Only use recommended batteries with these devices.

WARNING! SIMULATED WEAPONS

Some VR experiences use controllers that simulate the TASER 7 or TASER 10 in size and feel, but are white in color. These TASER 7 and TASER 10 VR Controllers are not functional TASER energy weapons and should not be confused with functional TASER energy weapons. TASER 7 and TASER 10 VR Controllers should only be used for training purposes in Axon VR experiences.

Virtual Reality (VR) Training Safety and Health Warnings

⚠ WARNING! SIMULATED WEAPONS

Do not use TASER simulation devices or other simulation devices that resemble weapons where your use of the simulators could cause confusion with actual weapons.

⚠ CAUTION! CONTROLLER, SENSORS, AND ACCESSORIES

Take care to not drop any VR equipment or let it slip from your hand while in use.

Simulation devices used with the Headset contain sensors. These sensors are not as rugged as the law enforcement tools and weapons they simulate. Avoid dropping them or subjecting them to rough handling.

Simulation devices may require calibration or pairing with the Headset. These cautions may apply to other accessories used with the VR system.

⚠ CAUTION! HEADSET TEMPERATURE

Do not expose the Headset to extreme temperatures.

1. Avoid hot areas. Keep the Headset away from radiators, stoves, amplifiers, and other heat sources.
2. If the Headset appears to be overheating, discontinue use and contact the manufacturer.
3. Do not expose the Headset to fire or smoking products.
4. Avoid using the Headset after taking it from an area of one temperature extreme to another.

⚠ CAUTION! HEADSET DAMAGE

Do not expose the Headset lenses to direct sunlight.

The Headset manufacturer may change product specifications and safety procedures without notice.

⚠ CAUTION! DISASSEMBLY AND DISPOSAL

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

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Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, Signal Sensor, and Axon Signal Vehicle Unit Warnings, Instructions & Information

⚠ WARNING! NEODYMIUM RARE EARTH MAGNETS

Neodymium Magnets. The Axon magnet mount contains a neodymium magnet which emits strong magnetic fields that can affect a pacemaker, ICD (implantable defibrillator), VNS (vagal nerve stimulator), and other implanted electrical medical devices. Many of these devices are made with a feature that deactivates it when in contact with a strong magnetic field. Therefore, care must be taken to avoid inadvertently deactivating such devices when in close proximity to the Axon magnet mount. **Persons with a pacemaker, ICD, VNS, or other implanted electrical medical device should not wear the Axon magnet mount.**

⚠ WARNING! WET ENVIRONMENTS

Do not expose cables to moisture, snow, rain, or other liquids. Plugging the end of a wet cable into another component of an Axon system may result in fire, electrical short, electrical shock, or injury.

⚠ WARNING! AXON DOCK AND TASER WEAPONS DOCK USE

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

Electrical Warnings. To reduce the risk of fire, electric shock, or injury to persons when using any Dock, follow basic precautions, including the following:

- Plug into a grounded 3-prong outlet and do not remove the ground prong.
- Verify the outlet is installed according to applicable local electrical codes.
- Do not use an adapter or an extension cord.
- Disconnect power and verify power disconnect before servicing.
- Keep away water, other liquids, corrosive substances, and flammable materials and vapors, such as gasoline. Keep away from sources of static electricity. Static electricity can cause damage to the Dock or cause it to malfunction.
- In the event of electrostatic discharge or intermittent power fluctuation, power will need to be cycled to the unit to regain full functionality.

⚠ CAUTION! AXON DOCK USE

Maintenance. Failure to properly maintain the Dock may cause the system to malfunction or not operate optimally.

To reduce the risk of malfunction, including failure or loss of data:

1. **Anchoring and Installation.** Docks should be securely placed on a flat surface; when anchoring (for example, to the wall or other hard and stable surface) be sure to use appropriate hardware. The following are guidelines for installation:

   - Comply with your local and other applicable building and electricity regulations and codes;
   - Install in an area with redundant power and redundant HVAC;
   - Install in an area with an ambient temperature between 41 °F to 80 °F (5 °C to 27 °C);
   - Leave adequate space around all sides of the Dock for proper ventilation and maneuvering around it without people or items bumping it;
   - Do not expose cords or wires which can be a tripping hazard; and
   - If mounted to a wall, secure to wall studs or with drywall or concrete anchors, as applicable.

2. **Indoor use only.** The Dock is manufactured for indoor use only. Install the Dock indoors, away from excessive moisture, liquids, corrosive substances, or heat, dust, direct sunlight, water, or other negative environmental factors. In-car installations may expose the Dock to excessive heat.
3. **Avoid water, other liquids, and wet locations**. Do not install the Dock near or around liquids, water, or water pipes. Do not get the Dock wet. Do not plug a wet camera or cable into a Dock.

⚠ WARNING! AXON SYSTEM USE

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

To prevent potential injuries or system malfunctions or compromise, take the following precautions:

1. **Handling the components**. Ensure proper connections between the Axon components (e.g., the Axon Body camera is correctly inserted into the Dock). Do not drop, crush, disassemble, deform, open, incinerate, or insert foreign objects into the Axon system components. Do not let cables lie on the floors of vehicles or buildings. Do not close a door on a cable.
2. **Do not use damaged cables.**
3. **Operate safely.** Be careful and attentive while using an Axon system, including while operating a vehicle, riding a bicycle, operating other conveyance, when dealing with potentially violent individuals, or handling a hazardous or potentially hazardous situation. If you use an Axon system while operating a conveyance, keep in mind the following guidelines:
   - Do not take notes, look up information, adjust the camera, or perform any other activities that require or distract your attention. Give full attention to driving or riding and to the road. Using a mobile device or mobile data terminal (MDT) while driving or riding may be distracting.
   - Get to know the Axon system and its features.
   - Position the Axon system's camera and activation buttons within easy reach.
4. **Navigate safely.** If your Axon system is paired or combined with a mobile phone or device or MDT and has applications that provide maps, digital compass headings, directions or location-based tracking or navigation assistance, these applications should only be used for basic navigation assistance and should not be relied on to determine precise locations, proximity, distance, or direction. Maps, digital compass, directions, and location-based applications provided by Axon depend on data collected and services provided by third parties. These data services are subject to change, may not be available in all geographic areas, or may not be accurate, resulting in maps, digital compass headings, directions, or location-based information that may be unavailable, inaccurate, or incomplete. Compare the information provided on the Axon system to your surroundings and defer to posted signs to resolve any discrepancies.
5. **Wire and mount safety.** If the system causes bodily discomfort discontinue use or find an alternative way to wear the equipment. Never wrap wires around your neck.
6. **Avoiding hearing damage.** Hearing damage, impairment, or loss may occur and may be permanent if an Axon Flex, or Axon Flex 2 camera is mounted near your head and used at high volume. Set the volume to a safe and comfortable level. Be advised that you can adapt over time to a higher volume of sound that may sound normal but can be damaging to your hearing.
7. **Choking hazards.** The Axon systems contain small parts, which may present a choking hazard. Keep the Axon systems and their accessories away from small children.
8. **Repetitive motion.** When you perform repetitive activities such as typing on a mobile phone or device, you may experience occasional discomfort, which may create injury, including permanent injury, in your hand, wrist, arm, shoulder, neck, or other part of your body. Take frequent breaks and if you have discomfort during or after use, stop use and see a physician.

9. **Use only Axon-approved components, batteries, and accessories.** Only Axon-approved components, batteries, and accessories are to be used with the systems. Damage caused by the use of anything other than Axon-approved components, batteries, or accessories will void the warranty. Non-Axon-approved components may cause malfunction and may put the user or other person at risk of injury.

⚠ WARNING! AXON FLEET 3 FRONT CAMERA

Axon Fleet 3 cameras may become very hot during operation, especially when exposed to increased ambient temperatures. Use caution when touching the surface of the camera to avoid the risk of burn injury.

⚠ WARNING! BATTERIES

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

Damage to or improper handling of batteries could result in fire, electric shock, damage, system malfunctions, loss of data, or personal injury.

To prevent potential injuries, leaking, overheating or explosion of batteries, take the following precautions:

1. **Do not replace the batteries in the Axon Flex system, Axon Flex 2 system, Axon Body camera, Axon Body 3, camera, Axon Body 4 camera, or Axon Fleet power unit.** The batteries in the Axon Flex system, Axon Flex 2 system, Axon Body camera, and Axon Fleet power unit are not designed to be replaced. DO NOT attempt to replace these batteries. The Axon Body 2 camera batteries are replaceable only with Axon-approved batteries.
2. **Avoid extreme temperatures.** Do not expose the battery to excessive heat, cold, water, other liquids, or corrosive substances. Do not use or leave the batteries for on-officer cameras near a heat source or at a very high temperature (for example, fire, heater, in strong direct sunlight, or in a vehicle in extremely hot weather). Otherwise, the battery may overheat, cause a fire, or its performance will be degenerated and its service life will be shortened. The battery in the Axon Fleet power unit is designed to be installed in the passenger compartment of a vehicle. Do not install the Axon Fleet power unit in the engine compartment, on the exterior of a vehicle, or in any location that will continually expose it to direct sunlight, water, other liquids, or corrosive substances.
3. **Avoid static electricity.** Keep the battery away from sources of static electricity. Static electricity can cause damage to the battery, which could result in serious injury.
4. **Recharging.** When recharging Axon equipment, use the Dock or Axon-approved power source specifically for that purpose. Do not reverse the positive (+) and negative (−) terminals. Do not connect the battery to an electrical outlet without using an Axon-approved adapter. The Axon Fleet power unit is designed to be recharged when the vehicle's engine is running. Do not attempt to recharge the Axon Fleet power unit by other means.
5. **Handling.** Ensure proper connections between the Axon equipment when charging or docking an Axon component. To avoid risk of fire, burns, or damage to your battery pack, do not: allow a metal object to touch the battery contacts; strike or throw the battery; directly solder the battery or pierce the battery with a nail or other sharp object; disassemble, short circuit, or heat batteries; or put batteries in a fire. Doing so may cause battery explosion, battery leakage, system damage, injury, or fire.

6. **Abnormal appearance.** If the battery gives off an odor, generates heat, becomes discolored or deformed, or in any way appears abnormal during use, recharging or storage, immediately place the Axon component with the battery in a contained vessel such as a metal box.
7. **Avoid battery acid contact with skin or eyes.** In case the battery acid gets into the eyes due to the leakage of battery, do not rub the eyes. Rinse the eyes with clean running water, and immediately seek medical attention. Battery acid's contact with the eyes or skin could cause serious injury, including a loss of eyesight.
8. **Disposal.** Dispose of any battery properly; contact your local waste disposal provider regarding local restrictions on the disposal or recycling of batteries. Do not dispose of the battery in fire or heat; the battery may explode if placed in the fire. Do not dispose of the battery in water.

⚠ WARNING! VEHICLE INSTALLATIONS

Failure to follow these safety instructions could result in damage, system malfunctions, death, or personal injury.

To prevent potential injuries or system malfunctions, take the following precautions:

1. **Anchoring and Installation.** If the Axon system is installed in the cab of the vehicle (in a location other than under the center console), it should be permanently mounted to avoid injury. Do not install an Axon system anywhere that will interfere with airbag deployment.
2. **Avoid extreme temperatures.** Do not expose the Axon system to excessive heat, cold, water, other liquids, or corrosive substances. Do not install the Axon system in the engine compartment, on the exterior of a vehicle, or in any location that will continually expose it to direct sunlight, water, other liquids, or corrosive substances.
3. **Axon Dock in-Vehicle Caution**. Installing an Axon Dock in a vehicle may expose the Dock to excessive temperatures. In-vehicle temperatures may exceed the threshold for recharging an Axon device in the Dock.

⚠ WARNING! DISASSEMBLY AND DISPOSAL

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

⚠ CAUTION! LOSS OF DATA

Read and obey. Always follow all current instructions, warnings, and Axon training materials to minimize risks and the loss of data.

Properly Maintain the System. Failure to maintain or use the Axon system or Axon Dock ("Dock") as instructed may cause the system to malfunction or fail to function properly or optimally. Recorded content in memory may be compromised, destroyed, or erased by operating mistakes, system or unit malfunction, or during repair work. Back up and save important content as necessary, after each shift, and before returning the unit for repair work.

Installation and Update of Software. Install the Evidence Sync software on the appropriate computer before attempting to transfer files from an Axon camera to a computer or Axon Evidence (Evidence.com) services. Ensure the most recent software and firmware are installed on the system components.

Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, Signal Sensor, and Axon Signal Vehicle Unit Warnings, Instructions & Information

⚠ CAUTION! MAINTENANCE

Failure to properly maintain or use the Axon system may cause the system to malfunction or fail to function properly or optimally, including failure to capture data and corruption of loss of data.

To reduce the risk of malfunction, including failure, corruption or loss of data:

1. **Charging the battery.** The Axon system batteries must be charged prior to use. Only use the approved Axon chargers, charging cables, or Dock units. Be aware that a battery can fail to function, fail to charge, fail to maintain a charge, or deteriorate over time.
2. **Regularly update firmware and software.** The Axon systems have the capability for firmware and software updating through the Axon Evidence services or Evidence Sync software. It is important to acquire, update, and maintain the latest software update. Current software may be obtained from Axon Evidence.
3. **Storage.** Do not store the Axon system or its accessories in the following locations or under the following conditions:
   - Anywhere extremely hot, cold, or humid:
     - Axon on-officer cameras are not intended to be operated in temperatures above 122 °F (50 °C) or below −4 °F (−20 °C).
     - Axon on-officer cameras should not be stored in environments where the temperature is likely to exceed 95 °F (35 °C) (such as under direct sunlight, near heaters, or in a vehicle in extremely hot weather) or exposed to temperatures below −4 °F (−20 °C).
     - Axon systems for automotive applications are rated for different temperatures. See the appropriate specification sheet.
   - With the battery completely drained.
   - Near strong magnetic fields or mechanical vibrations.
   - All devices should be turned off before being placed in storage.
4. **Exposure to Magnets or Magnetic Fields**. Do not use the Axon system in close proximity to unauthorized magnets or magnetic fields, which may cause the Axon system to unintentionally turn the camera on or off.
5. **Avoid Exposure to Wet Conditions.** If a system component (including a camera or controller) is drenched or immersed in water, seawater, or other liquid, DO NOT use the component. Do not attempt to dry the Axon component with an external heat source, such as a microwave oven or hair dryer. Do not plug a wet cable into a camera or charger. Do not put a wet camera into a Dock. Do not use a wet Dock. An Axon component that has been damaged as a result of exposure to liquids is not serviceable.
6. **Repairing or Modifying.** Never attempt to repair or modify the Axon system yourself except as specifically outlined in the model specific operating instructions. Service should only be provided by Axon or an authorized service provider. Disassembling the Axon system may cause damage that is not covered under the product warranty. For service information, go to: www.axon.com.

⚠ CAUTION! RADIO WAVES

Radio Waves. Changes or modifications not expressly approved in writing by the manufacturer could void the user's authority to operate the equipment.

Axon Flex, Axon Flex 2, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Dock, TASER Weapons Dock, Signal Sensor, and Axon Signal Vehicle Unit Warnings, Instructions & Information

The Axon system contains a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government, Industry Canada (IC), and the recommendations of the Council of the European Union (EU).

The FCC limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The FCC guidelines are based on standards that were developed by independent scientific organizations through periodic and thorough evaluation of scientific studies. The standards include a substantial safety margin designed to ensure the safety of all persons, regardless of age and health. Before a device model is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the limit established by the government-adopted requirement for safe exposure.

The Axon systems have been tested and found to comply with the limits for Class A (Axon Docks) and Class B (Axon body worn cameras) digital devices, pursuant to part 15 of the FCC Rules. Axon Docks are recommended for commercial and industrial installations. Axon body worn cameras are designed to provide reasonable protections against harmful interference in a residential environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Contact Axon’s Customer Service Department for help.

FCC/IC NOTICE: The Axon systems meet the body worn human exposure limits found in OET Bulletin 65, 2001, and ANSI/IEEE C95.1, 1992. Proper operation of this radio according to the product instructions will result in exposure substantially below the FCC’s recommended limits. To comply with the FCC and ANSI C95.1 RF exposure limits, these devices have been tested for compliance with FCC RF Exposure limits in the typical configuration. The radiated output power of these wireless devices are far below the FCC radio frequency exposure limits.

Axon systems comply with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) the device may not cause harmful interference, and (2) the device must accept any interference received, including interference that may cause undesired operation.

NOTE: Unauthorized modifications could void the warranty and the user’s authority to operate the equipment.

Axon systems comply with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) the device may not cause interference, and (2) the device must accept any interference, including interference that may cause undesired operation of the device.

Axon systémes est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Section 8.4 of RSS-GEN

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Axon systems comply with Industry Canada License-exempt RSS standard(s). Operation is subject to the following two conditions: 1) the device may not cause interference, and 2) the device must accept any interference, including interference that may cause undesired operation of the device.

Axon systems est conforme aux normes d'exemption de licence RSS d'Industrie Canada. Son utilisation est soumise aux conditions suivantes : 1) cet appareil ne doit pas causer de brouillage, et 2) doit accepter tout brouillage, y compris le brouillage pouvant entraîner un fonctionnement indésirable.

Section 8.3 of RSS-GEN

Under Industry Canada regulations, radio transmitters may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

Conformément à la réglementation d'Industrie Canada, émetteur radio ne peut fonctionner qu'au moyen d'une antenne d'un seul type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique pour les autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e.) ne dépasse pas celle requise pour établir une communication satisfaisante.

AXON SYSTEMS MEET THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.

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Loss of control associated with energy weapon use can have several causes including:

- **Seizure.** Repetitive stimuli (e.g., flashing light or electrical stimuli) can induce seizure in some people, which may increase risk of death or serious injury. This risk may be increased in a person with epilepsy or seizure history, or if electrical stimuli pass through the head. Emotional stress and physical exertion, both likely in incidents involving energy weapons and other uses of force, are reported as seizure-precipitating factors.
- **Fainting.** A person may experience an exaggerated response to an energy weapon exposure, or threatened exposure, which may result in fainting or falling.
- **Muscle contraction, incapacitation or startle response.** Energy weapon use may cause loss of control from muscle contraction, incapacitation or startle response.

To reduce these risks, consider the person's location before using an energy weapon.

When practicable, avoid using an energy weapon on a person in the following circumstances unless the situation justifies an increased risk:

- is on an elevated or unstable surface (e.g., tree, roof, ladder, ledge, balcony, porch, bridge or stair);
- could fall on a sharp object or hard surface (e.g., holding a knife, falling on glass);
- is less able to catch or protect self in a fall (e.g., restrained or handcuffed);
- is running;
- is operating or riding any mode of transportation (e.g., vehicle, bus, bicycle, motorcycle, or train), conveyance (e.g., escalator, moving walkway, elevator, skateboard, rollerblades), or machinery; or
- is located in water, mud or marsh environment if the ability to move is restricted.

⚠WARNING **Fire and Explosion Hazard**. Energy weapon use can result in a fire or explosion when flammable gases, fumes, vapors, liquids or materials are present. Use of an energy weapon in presence of fire or explosion hazard could increase the risk of death or serious injury. When practicable, avoid using an energy weapon in known flammable hazard conditions without justification.

- An energy weapon can ignite explosive or flammable materials, liquids, fumes, gases or vapors (e.g., gasoline, vapor or gas found in sewer lines or methamphetamine labs, butane-type lighters, flammable hair gels, some self-defense sprays, and alcohol-based hand sanitizer). Do not knowingly use an energy weapon in the presence of any explosive or flammable substance unless the situation justifies an increased risk.

⚠WARNING **Muscle Contraction or Strain-Related Injury.** Energy weapons in probe-deployment mode can cause muscle contractions that may result in injury, including bone fractures.

⚠WARNING **Higher Risk Populations.** Energy weapon use on a pregnant, infirm, elderly, low body-mass index person or small child could increase the risk of death or serious injury. As with any force option, energy weapon use has not been scientifically tested on these populations. Use an energy weapon on such persons **only** if the situation justifies an increased risk.

- Energy weapons in probe-deployment mode can cause muscle contractions resulting in injuries similar to those from physical exertion, athletics or sports. Such injuries may include hernia rupture, dislocation, tear, or other injury to soft tissue, organ, muscle, tendon, ligament, cartilage, disc, nerve, bone or joint. Fractures to bone, including compression fracture to vertebrae, may occur.
- These injuries may be more serious and more likely to occur in people with pre-existing injuries, orthopedic hardware, conditions or special susceptibilities, including pregnancy, low bone density, spinal injury, or previous muscle, disc, ligament, joint, bone or tendon damage or surgery. Such injuries may also occur in drive-stun applications or when a person reacts to the energy weapon deployment by making a rapid or unexpected movement.

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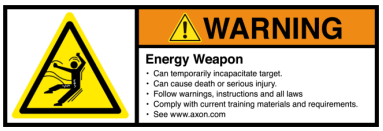

WARNING **Physiologic and Metabolic Effects.** As with most force options, energy weapon exposure can cause physiologic and metabolic changes, stress, and pain. For some particularly susceptible individuals, the risk of death or serious injury may increase with one or more energy weapon exposures. When practicable, minimize repeated, continuous or simultaneous exposures without justification.

Physiologic and Metabolic Changes. Energy weapon use can cause physiologic or metabolic changes that may increase the risk of death or serious injury for some particularly susceptible individuals. These include changes in blood chemistry, blood pressure, respiration, heart rate and rhythm, and adrenaline and stress hormones, among others.

Stress and Pain. Energy weapon use, anticipation of use, or response to use can cause startle, panic, fear, anger, rage, temporary discomfort, pain or stress, which may increase the risk of death or serious injury for some particularly susceptible individuals.

Particularly Susceptible Individuals. Include those who are already physiologically or metabolically compromised due to heart disease, asthma or other pulmonary conditions, and people suffering from excited delirium, profound agitation, severe exhaustion, drug intoxication or chronic drug abuse, or over-exertion from physical struggle.

In human studies of electrical discharge from a single completed circuit of up to 15 seconds, the physiologic, metabolic, and stress hormone changes were comparable to or less than changes expected from physical exertion similar to struggling, resistance, fighting, fleeing, or from the application of some other force tools or techniques.

To reduce the risk from energy weapon exposure:

1. **Minimize the number and duration of energy weapon exposures.** Use the shortest duration of energy weapon exposure objectively reasonable to accomplish lawful objectives, and reassess the subject's behavior, reaction and resistance before initiating or continuing the exposure. If an energy weapon deployment is ineffective in achieving compliance, consider alternative control measures in conjunction with or separate from the energy weapon.
2. **Avoid simultaneous energy weapon exposures.** Do not knowingly use multiple energy weapons or multiple completed circuits at the same time without justification.
3. **Control and restrain immediately.** Begin control and restraint procedures, including during energy weapon exposure ("cuffing under power"), as soon as reasonably safe and practical.
4. **Avoid touching probes/wires during energy weapon discharge.** Controlling and restraining a subject during energy weapon exposure may put the energy weapon user and those assisting at risk of accidental or unintended shock. Avoid touching the probes and wires and the areas between the probes during the electrical discharge.

WARNING **Cardiac Capture.** Energy weapon exposure very near the heart has a low probability of inducing extra heart beats (cardiac capture). In rare circumstances, cardiac capture could lead to cardiac arrest. When practicable, avoid targeting the frontal chest area near the heart to reduce the risk of potential serious injury or death.

Cardiac capture may be more likely in children and thin adults because the heart is usually closer to the skin surface, and closer to the energy weapon probes if deployed near the heart (dart-to-heart distance). Serious complications could also arise in those with impaired heart function or with an implanted cardiac pacemaker or defibrillator.

To reduce the risk of injury:

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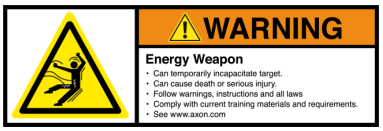
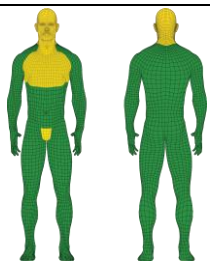


1. **Use preferred target areas.** The preferred target areas (green) are below the neck area for back shots and the lower center mass (below chest) for front shots. The preferred target areas increase dart-to-heart distance and reduce cardiac risks. Back shots are preferable to front shots when practicable.
2. **Avoid sensitive areas.** When practicable, avoid intentionally targeting the energy weapon on sensitive areas of the body such as the face, eyes, head, throat, chest area (area of the heart), breast, groin, genitals or known pre-existing injury areas.



SAFETY INFORMATION: ENERGY WEAPON EFFECTIVENESS

An energy weapon, like any force option, does not always function as intended and is not effective on every subject. As with any use of force, if a particular option is not effective, consider using other force options, disengaging, or using other alternatives per agency Guidance. **Always have a back-up plan.**

WARNING **Subject Not Incapacitated.** An ineffective energy weapon application could increase the risk of death or serious injury to the user, the subject or others. If an energy weapon does not operate as intended or if subject is not incapacitated, disengage and consider redeploying the energy weapon or using other force options in accordance with agency Guidance.

An energy weapon's effects may be limited by many factors, including absence of delivered electrical charge due to missed dart(s), clothing disconnect, intermittent connection, or wire breakage; probe locations or spread; subject's muscle mass; or movement. Some factors that may limit the ability to control a subject include:

- **Subject may not be fully incapacitated.** Even though a subject may be affected by an energy weapon in one part of his body, the subject may maintain full muscle control of other portions of his body, particularly the hands and arms. Control and restrain a subject as soon as practicable and be prepared if the subject is not fully incapacitated.
- **Subject may recover immediately.** A subject receiving an energy weapon discharge may immediately regain physical or cognitive abilities upon cessation of the delivered energy weapon discharge. Control and restrain a subject as soon as practicable and be prepared if the subject immediately recovers.
- **Drive-stun mode is for pain compliance only.** The use of a handheld energy weapon in drive-stun mode is painful, but generally does not cause incapacitation. Drive-stun use may not be effective on emotionally disturbed persons, those under the influence of alcohol or drugs, or others who may not respond to pain due to a mind-body disconnect. Avoid using repeated drive-stuns on such individuals if compliance is not achieved.
- **Probes may deviate.** Energy weapons are not precision-aimed weapons. Probe discharge, flight trajectory and impact location can be affected by numerous factors, including cartridge or probe accuracy; failure of cartridge to properly deploy; strong air movements; user and subject movements; or probe striking subject, clothing or object with insufficient force or trajectory to penetrate or adhere to subject. Deviations can result in limited or lack of effectiveness.
- **Energy weapon or cartridge may fail to deploy or operate.** No weapon system, force option or energy weapon is always operational or effective. If an energy weapon, cartridge or accessory is inoperable or fails to function, consider reloading and redeploying, deploying a backup cartridge, using other force options, disengaging or using other alternatives per agency Guidance.

SAFETY INFORMATION: INJURY OR INFECTION

An energy weapon may cause injury as a result of the probe or electrical discharge. The nature and severity of these effects depends on numerous factors including the area of exposure, method of application, individual susceptibility, and other circumstances surrounding energy weapon use, exposures and after care. Medical care may be required.

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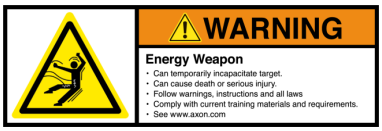
TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



WARNING **Eye Injury Hazard.** A TASER probe, electrode, or electrical discharge that contacts or comes close to an eye can result in serious injury, including permanent vision loss. DO NOT intentionally aim an energy weapon, including the LASER, at the eye of a person or animal without justification.

LASER Light Hazard. Energy weapons use LASER targeting aids. LASERs can cause serious eye injury, including permanent vision loss. **NEVER** aim a LASER at an aircraft or the operator of an aircraft or moving vehicle.

WARNING **Probe or Electrode Injury, Puncture, Scarring or Infection Hazard.** Energy weapon use may cause a permanent mark, burn, scar, puncture or other skin or tissue damage. Infection could result in death or serious injury. Scarring risk may be increased when using an energy weapon in drive-stun mode. Increased skin irritation, abrasion, mark, burning or scarring may occur with an energy weapon with multiple cartridge bays when used in drive-stun or 3-point deployment modes.

WARNING **Penetration Injury.** The TASER probe has a small dart point which may cause a penetration injury to a blood vessel or internal organ, including lung, bone or nerve. The probe or dart point (which may detach or break) can puncture or become embedded into a bone, organ or tissue, which may require immediate medical care, surgical removal, or may result in scarring, infection or other serious injury.

To reduce the risk of serious or permanent injury:

1. **Provide medical care as needed.** Injury due to penetration of a probe or dart point into a blood vessel, organ, nerve or bone may require medical care. A probe, dart point or barb embedded in a sensitive area such as the eye, genitals, breast, neck, throat or vascular structure may cause serious injury and require medical care. As with any injury of this type, infection or tetanus and resulting complications may occur. In accordance with your agency's Guidance, ensure access to medical care if needed.
2. **Follow agency Guidance for removing probes.** Probe removal may cause injury. Leaving a probe in the body may result in pain or injury. Follow your agency's Guidance and biohazard protocols for probe removal. In the case of embedment, organ or bone penetration, or probe, dart point, or barb detachment, immediate medical care and possible surgical removal may be required.
3. **Follow biohazard protocols.** Use appropriate biohazard protocols including isolation procedures and protective equipment (e.g., gloves, masks, and washing of hands and exposed areas as necessary). Follow your agency's Guidance and appropriate biohazard, waste and evidence protocols when dealing with biohazards.

SAFETY INFORMATION: ENERGY WEAPON DEPLOYMENT AND USE

WARNING Energy weapons and cartridges are weapons and, as with any weapon, require safe weapon-handling practices and secure storage. Follow practices herein and additional requirements in your agency's Guidance. Failure to follow these warnings may result in an increased risk of death or serious injury.

WARNING **Confusing Handgun with energy weapon.** Confusing a handgun with an energy weapon could increase the risk of death or serious injury. Learn the differences in the physical feel and holstering characteristics between your energy weapon and your handgun to help reduce the risk of confusion. Axon recommends that the user carry an energy weapon on the opposite side of a handgun to reduce the risk of confusion. Always follow your agency's Guidance and training.

WARNING **Trigger Hold-Back Model Differences.** If the trigger is held back, most energy weapons will continue to discharge until the trigger is released or the power source is expended. With an APPM installed, the X2 and X26P can be programmed to stop an energy weapon discharge at 5 seconds *even if the user continues to hold back the trigger*, requiring a deliberate action to re-energize the deployed cartridge. The TASER 7 and TASER 10 offer similar options incorporated into the device (independent of the battery pack).

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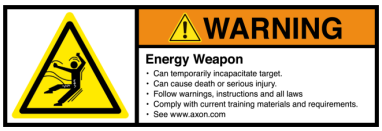

Know your model and how it works.

WARNING In stressful or noisy circumstances, the APPM, TASER 7 and TASER 10 audible warnings may not be heard.

WARNING **Difference in Models and Cartridge Angles.** Know the difference between each TASER energy weapon model and cartridge angles. The M26, X26E, and X26P cartridges have an 8-degree angle; the X2 Smart Cartridges have a 7-degree angle; the TASER 7 cartridges are available with a 3.5-degree (standoff) and 12-degree (close quarter) angle; and the TASER 10 deploys each cartridge individually with no pre-set angle. The recommended deployment distance will depend on the model and cartridge being used. Each user should be properly trained on each model and cartridge they may use in the field and know the required deployment distance necessary to achieve the recommended probe spread.

1. **Use properly.** Use an energy weapon only for its intended purpose, in legally justifiable situations, and in accordance with your agency's Guidance. Do not use for torture or other improper use.
2. **Store in a secure location.** Store energy weapons, cartridges, and accessories in secure locations inaccessible to children and other unauthorized persons to prevent inappropriate access or use.
3. **Use the safety switch.** Place the energy weapon safety switch in the down (SAFE) position when the energy weapon is not in use. Remember to place the energy weapon safety switch in the up (ARMED) position when you intend to use the energy weapon.
4. **Assume energy weapon is loaded.** Always assume that an energy weapon is loaded and capable of discharging. To help avoid an unexpected deployment or discharge, ensure that no live cartridge is in the energy weapon when inserting a battery pack, TASER CAM, or TASER CAM HD recorder, or while performing spark tests (except when function testing the X2, X3, TASER 7 or TASER 10), maintenance, data downloading or battery charging.
5. **Be aware of energy weapon trigger and arc button.** Keep your finger off the trigger and arc buttons until it is legally justifiable to use the energy weapon and you are ready to deploy or discharge.
6. **Know how the energy weapon works.** Significant differences exist between different TASER energy weapon models. Before handling or using any energy weapon, including a multi-shot energy weapon, understand the functioning and effects of that model.
7. **Be aware of X2 and X3 deployment mode.** Be aware of which deployment mode (manual or semi-automatic) is set on the X2 and X3 before use.
8. **Be Aware of X2 Static (Fixed) LASER Sight Mode.** The X2 has static dual LASERs. One LASER is intended to approximately align with the top dart and the other with the bottom dart, both of which are set-up for 15′ (4.6 meters (m)) and 25′ (7.62 m) cartridges at a 15′ distance from the target. The trajectory of the 35′ (10.7 m) long range cartridge will not line up with the bottom LASER when placed in the X2.
9. **Be Aware of TASER 7 Dynamic LASER Sighting.** The TASER 7 is equipped with three LASERs. One LASER is intended to approximately align with the top dart set-up at a 15′ (4.6 meters (m)) distance from the target. The other two LASERs are active depending on the cartridge type loaded (3.5-degree or 12-degree), and are aligned with the approximate trajectory of the bottom probe.
10. **Use simulation (training) cartridges ONLY for training or practice. DO NOT** use an energy weapon loaded with a simulation training cartridge for field use or self-defense. Simulation cartridges are intended for practice only and will have no incapacitating effect on a subject. Simulation cartridges use non-conductive wires and will not transmit electrical pulses to the probes.

SAFETY INFORMATION: OTHER HAZARDS

WARNING **Probe Recoil or Ricochet**. If your target is farther away than the length of the probe wire, or if one or more probes miss the target, the probe can recoil and bounce back to strike the user or a bystander,

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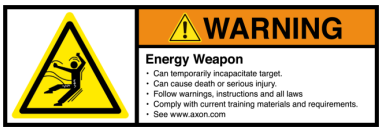

causing injury. Probe recoil is more likely with simulation cartridges because of the nylon probe wire used.

Always be sure your intended target is within range. Wear protective eyewear when deploying any energy weapon in training or for practice. Be sure practice targets have a firm backing that allows the probes to stick and not bounce off and strike an unintended person, animal, or object, or continue through the backing and strike objects behind the target.

⚠WARNING **Untethered Discharged Probe.** A discharged probe that does not impact a subject or target may become untethered from the wire and travel a significant distance risking serious injury. Always be sure your intended target is within range.

SAFETY INFORMATION: GENERAL PRECAUTIONS

⚠WARNING **Unintentional Energy Weapon Deployment or Discharge Hazard.** Unintentional energy weapon activation, discharge or deployment could increase the risk of death or serious injury to the user, subject or others.

To reduce the risk of unintentional deployment or discharge:

1. **Avoid static electricity.** Keep cartridge away from sources of static electricity. Static electricity can cause an energy weapon to discharge unexpectedly, possibly resulting in serious injury. Carry the energy weapon in an approved holster to minimize static electricity and an unintentional discharge.
2. **Keep body parts away from front of energy weapon or cartridge.** Always keep your hands and body parts away from the front of the energy weapon and cartridge. If the energy weapon discharges or deploys unexpectedly, you could be injured.
3. **Avoid electronic equipment interference.** Electronic transmission equipment close to an energy weapon could interfere with the proper energy weapon operation and cause the energy weapon to deploy or discharge. Keep the energy weapon at least several inches away from other electronic equipment. Place the energy weapon safety switch in the down (SAFE) position whenever it is near electronic equipment, including transmitting radios and cell phones. Remember to place the energy weapon safety switch in the up (ARMED) position before use.
4. **Avoid dropping energy weapon or cartridge.** If an energy weapon or cartridge is dropped or damaged, it may unintentionally deploy or discharge, become inoperable, or fail to function making it unsafe for continued use. If an energy weapon or cartridge has been dropped or damaged, refer to the recommended procedures in the current version of the TASER Training materials.

SAFETY INFORMATION: MAINTENANCE

⚠WARNING Failure to maintain an energy weapon as instructed may cause the energy weapon to malfunction or fail to function optimally, which may increase the risk of death or serious injury. Follow recommended maintenance procedures.

To reduce these risks:

1. **Safely perform spark (function) test before each shift.** Testing helps confirm that the energy weapon is functioning properly. See the current version of the TASER Training materials and Product Manuals for further information on testing.
2. **Avoid using a damaged energy weapon or cartridge.** Do not use a cartridge with a missing blast door unless facing an immediate threat. Energy weapon repair or modification by an unauthorized person may cause the energy weapon to deploy, discharge or malfunction, will void the warranty, and may put the user or other person at risk of death or serious injury. Cartridges with blast doors that have been repaired should only be used for training and not for field use.

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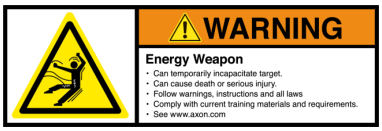

3. **Update energy weapon software.** Some energy weapons have updateable software. Current energy weapon software may be obtained by contacting Axon's Customer Service Department or following instructions at www.evidence.com or www.axon.com.
4. **Use only Axon-approved components, batteries, accessories and cartridges.** The energy weapon is a sophisticated electronic system. For proper function, use only Axon-approved components, batteries, accessories and cartridges with your energy weapon. Use of anything other than Axon-approved components, batteries, accessories and cartridges will void the warranty, may cause malfunction, and may put the user or other person at an increased risk of death or serious injury.
5. **Avoid exposure to wet conditions.** If the energy weapon is drenched or immersed in water or other liquid, **DO NOT** use or attempt to use the energy weapon until completing the procedure recommended by the manufacturer.
6. **Keep the cartridge and cartridge contacts clean.** If the contacts on the cartridge or inside the cartridge bay are not kept clean the energy weapon may fail to properly deploy the cartridge.
7. **Know energy weapon and cartridge expected useful life.** Under normal storage, handling, and operating conditions, an energy weapon and cartridges have a 5-year expected useful life. Use or attempted use of an energy weapon or cartridge after its expected useful life may result in malfunctions and lack of effectiveness. Failure to properly care for and maintain an energy weapon or cartridge may substantially reduce or eliminate the expected useful life of the product.

SAFETY INFORMATION: DISASSEMBLY AND DISPOSAL

WARNING Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

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Attachment H -Quote Q-806818-46085LK
See next page

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

Q-806818-46085LK

Issued: 03/04/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 05/01/2026

Account Number: 108027

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Lee's Summit Police Department - MO 10 NE Tudor Rd Lees Summit, MO 64086-4506 USA	Lee's Summit Police Department - MO 10 NE Tudor Rd Lees Summit MO 64086-4506 USA Email:	Luke Baldwin Phone: Email: lbaldwin@axon.com Fax:	James Brock Phone: (816) 786-4084 Email: james.brock@cityofls.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$5,484,999.29
ESTIMATED TOTAL W/ TAX	$5,484,999.29

Discount Summary

Average Savings Per Year	$334,597.19
TOTAL SAVINGS	$1,672,985.93

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	$2,289,851.29	$0.00	$2,289,851.29
Apr 2027	$798,787.00	$0.00	$798,787.00
Apr 2028	$798,787.00	$0.00	$798,787.00
Apr 2029	$798,787.00	$0.00	$798,787.00
Apr 2030	$798,787.00	$0.00	$798,787.00
Total	**$5,484,999.29**	**$0.00**	**$5,484,999.29**

Quote Unbundled Price:	**$11,063,694.30**
Quote List Price:	**$10,078,809.30**
Quote Subtotal:	**$5,484,999.29**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	5	60	$371.95	$346.43	$343.13	$102,939.00	$0.00	$102,939.00
A00046	AXON AIR DFR PATROL PLAN	4	60			$876.43	$210,343.20	$0.00	$210,343.20
IR1CB	Interview Room 1 Camera Essential	4	60	$354.33	$311.17	$311.17	$74,680.80	$0.00	$74,680.80
Fleet3A	Fleet 3 Advanced	45	60	$315.77	$258.90	$152.91	$412,857.00	$0.00	$412,857.00
M00049	OFFICER SAFETY PLAN T10	182	60	$312.80	$238.32	$207.39	$2,264,648.69	$0.00	$2,264,648.69
A la Carte Hardware									
50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1			$653.00	$653.00	$653.00	$0.00	$653.00
102750	PREPARED AUDIO COLLECTOR HARDWARE	1			$2,400.00	$2,400.00	$2,400.00	$0.00	$2,400.00
50294	AXON INTERVIEW - SERVER - LITE	2			$2,934.00	$2,934.00	$5,868.00	$0.00	$5,868.00
H00001	AB4 Camera Bundle	187			$899.00	$867.73	$162,265.51	$0.00	$162,265.51
H00002	AB4 Multi Bay Dock Bundle	23			$1,638.90	$1,638.85	$37,693.55	$0.00	$37,693.55
A la Carte Software									
102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	60				$103,124.80	$0.00	$103,124.80
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	60		$10.85	$10.85	$118,482.00	$0.00	$118,482.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	60		$10.85	$10.85	$118,482.00	$0.00	$118,482.00
102610	AXON COMMUNITY LINK	182	60		$16.27	$16.27	$177,668.40	$0.00	$177,668.40
102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	60				$193,599.70	$0.00	$193,599.70
102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	60		$0.65	$0.05	$210,000.00	$0.00	$210,000.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	60		$27.12	$27.12	$296,150.40	$0.00	$296,150.40
102011	AXON AI ASSISTANT	182	60		$32.55	$32.55	$355,446.00	$0.00	$355,446.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	60		$32.76	$32.76	$357,739.20	$0.00	$357,739.20
ProLicense	Pro License Bundle	12	60		$48.82	$48.75	$35,100.00	$0.00	$35,100.00
A la Carte Services									
102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1			$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1			$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
100105	COMMUNITY LINK/PRO PSO SETUP	1			$3,600.00	$3,600.00	$3,600.00	$0.00	$3,600.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$6,786.00	$6,786.00	$0.00	$6,786.00
102526	PSO 1-DAY ONSITE TRAINING	1			$8,000.00	$7,990.04	$7,990.04	$0.00	$7,990.04
80190	AXON EVIDENCE - CHANNEL SERVICES	1			$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1			$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182	60		$10.85	$10.85	$118,482.00	$0.00	$118,482.00
Total							**$5,484,999.29**	**$0.00**	**$5,484,999.29**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	04/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	187	1	04/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	206	1	04/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	206	1	04/01/2026
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	206	1	04/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	23	1	04/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	23	1	04/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	23	1	04/01/2026
AXON AIR DFR PATROL PLAN	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	4	1	04/01/2026
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	45	1	04/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	45	1	04/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	45	1	04/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	04/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	45	1	04/01/2026
Interview Room 1 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	04/01/2026
Interview Room 1 Camera Essential	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	04/01/2026
Interview Room 1 Camera Essential	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	04/01/2026
Interview Room 1 Camera Essential	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	04/01/2026
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	04/01/2026
Interview Room 1 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	04/01/2026
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	04/01/2026
Interview Room 1 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	5	1	04/01/2026
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	04/01/2026
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	04/01/2026
OFFICER SAFETY PLAN T10	100122	AXON VR - HEADSET - BATTERY	8	1	04/01/2026
OFFICER SAFETY PLAN T10	100126	AXON VR - TACTICAL BAG	8	1	04/01/2026
OFFICER SAFETY PLAN T10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	1	04/01/2026
OFFICER SAFETY PLAN T10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	182	1	04/01/2026
OFFICER SAFETY PLAN T10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	12	1	04/01/2026
OFFICER SAFETY PLAN T10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	04/01/2026
OFFICER SAFETY PLAN T10	100399	AXON TASER 10 - CARTRIDGE - LIVE	2730	1	04/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	1280	1	04/01/2026
OFFICER SAFETY PLAN T10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	04/01/2026
OFFICER SAFETY PLAN T10	100591	AXON TASER - CLEANING KIT	3	1	04/01/2026
OFFICER SAFETY PLAN T10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	182	1	04/01/2026
OFFICER SAFETY PLAN T10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	3	1	04/01/2026
OFFICER SAFETY PLAN T10	100748	AXON VR - CONTROLLER - TASER 10	8	1	04/01/2026
OFFICER SAFETY PLAN T10	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	04/01/2026
OFFICER SAFETY PLAN T10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	15	1	04/01/2026
OFFICER SAFETY PLAN T10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	04/01/2026
OFFICER SAFETY PLAN T10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	10	1	04/01/2026
OFFICER SAFETY PLAN T10	101751	AXON VR - HEADSET - HTC FOCUS VISION	8	1	04/01/2026
OFFICER SAFETY PLAN T10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	182	1	04/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	6	1	04/01/2026
OFFICER SAFETY PLAN T10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	04/01/2026
OFFICER SAFETY PLAN T10	101886	SIGNAL SENSOR	182	1	04/01/2026
OFFICER SAFETY PLAN T10	101889	AXON SIGNAL - BATTERY - CR2032	182	1	04/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	182	1	04/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	19	1	04/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	04/01/2026
OFFICER SAFETY PLAN T10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	04/01/2026
OFFICER SAFETY PLAN T10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	04/01/2026
OFFICER SAFETY PLAN T10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	3	1	04/01/2026
OFFICER SAFETY PLAN T10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	04/01/2026
OFFICER SAFETY PLAN T10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	04/01/2026
A la Carte	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	1	04/01/2026
A la Carte	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	04/01/2026
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	2	1	04/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	910	1	04/01/2027
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	910	1	04/01/2028
AXON AIR DFR PATROL PLAN	102767	AXON AIR - SKYDIO SAFE - X10 PATROL DFR HW KIT - REFRESH 1	4	1	10/01/2028
OFFICER SAFETY PLAN T10	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	8	1	10/01/2028
OFFICER SAFETY PLAN T10	20373	AXON VR - TAP REFRESH 1 - HEADSET	8	1	10/01/2028
OFFICER SAFETY PLAN T10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	188	1	10/01/2028
OFFICER SAFETY PLAN T10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	23	1	10/01/2028
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	910	1	04/01/2029
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	910	1	04/01/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	04/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	45	1	04/01/2031
OFFICER SAFETY PLAN T10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	188	1	04/01/2031
OFFICER SAFETY PLAN T10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	23	1	04/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR DFR PATROL PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	05/01/2026	04/30/2031
AXON AIR DFR PATROL PLAN	102678	AXON AIR - SKYDIO X10 PATROL DFR SUBSCRIPTION PLAN W/ DATA	4	05/01/2026	04/30/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	45	05/01/2026	04/30/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	45	05/01/2026	04/30/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	45	05/01/2026	04/30/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	90	05/01/2026	04/30/2031
Interview Room 1 Camera Essential	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	05/01/2026	04/30/2031
Interview Room 1 Camera Essential	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	05/01/2026	04/30/2031
Interview Room 1 Camera Essential	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	05/01/2026	04/30/2031
Interview Room 1 Camera Essential	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	05/01/2026	04/30/2031
Interview Room 1 Camera Essential	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	05/01/2026	04/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Essential	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	05/01/2026	04/30/2031
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	101180	AXON TASER - DATA SCIENCE PROGRAM	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	20370	AXON VR - USER ACCESS - FULL VR	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73638	AXON STANDARDS - LICENSE	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1820	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	182	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	05/01/2026	04/30/2031
OFFICER SAFETY PLAN T10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	182	05/01/2026	04/30/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	36	05/01/2026	04/30/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	12	05/01/2026	04/30/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	05/01/2026	04/30/2031
A la Carte	102011	AXON AI ASSISTANT	182	05/01/2026	04/30/2031
A la Carte	102610	AXON COMMUNITY LINK	182	05/01/2026	04/30/2031
A la Carte	102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	05/01/2026	04/30/2031
A la Carte	102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	05/01/2026	04/30/2031
A la Carte	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	05/01/2026	04/30/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	05/01/2026	04/30/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	05/01/2026	04/30/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	05/01/2026	04/30/2031

Services

Bundle	Item	Description	QTY
AXON AIR DFR PATROL PLAN	102526	PSO 1-DAY ONSITE TRAINING	1
AXON AIR DFR PATROL PLAN	102667	AXON AIR - SKYDIO X10 PATROL DFR SERVICES - PREMIUM SOLUTION	4
AXON AIR DFR PATROL PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	45
Interview Room 1 Camera Essential	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
OFFICER SAFETY PLAN T10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	182
OFFICER SAFETY PLAN T10	101193	AXON TASER - ON DEMAND CERTIFICATION	182
A la Carte	100105	COMMUNITY LINK/PRO PSO SETUP	1
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	1
A la Carte	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1
A la Carte	102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Services

Bundle	Item	Description	QTY
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Essential	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	45	04/01/2027	04/30/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	04/01/2027	04/30/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	45	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	100197	AXON VR - EXT WARRANTY - HEADSET	8	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	182	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	8	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	182	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	19	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	182	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80464	AXON BODY - TAP WARRANTY - CAMERA	188	04/01/2027	04/30/2031
OFFICER SAFETY PLAN T10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	23	04/01/2027	04/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10 NE Tudor Rd	Lees Summit	MO	64086-4506	USA
1	10 NE Tudor Rd	Lees Summit	MO	64086-4506	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100105	COMMUNITY LINK/PRO PSO SETUP	1	$1,502.91	$0.00	$1,502.91
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$1,252.43	$0.00	$1,252.43
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	$149,347.25	$0.00	$149,347.25
Year 1	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1	$20,873.76	$0.00	$20,873.76
Year 1	102011	AXON AI ASSISTANT	182	$148,389.90	$0.00	$148,389.90
Year 1	102526	PSO 1-DAY ONSITE TRAINING	1	$3,335.64	$0.00	$3,335.64
Year 1	102610	AXON COMMUNITY LINK	182	$74,172.15	$0.00	$74,172.15
Year 1	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$417.48	$0.00	$417.48
Year 1	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$1,001.94	$0.00	$1,001.94
Year 1	102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1	$417.48	$0.00	$417.48
Year 1	102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	$80,823.08	$0.00	$80,823.08
Year 1	102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	$87,669.80	$0.00	$87,669.80
Year 1	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	$43,052.05	$0.00	$43,052.05
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182	$49,463.30	$0.00	$49,463.30
Year 1	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	$272.61	$0.00	$272.61
Year 1	50294	AXON INTERVIEW - SERVER - LITE	2	$2,449.74	$0.00	$2,449.74
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	$49,463.30	$0.00	$49,463.30
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	$49,463.30	$0.00	$49,463.30
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$1,252.43	$0.00	$1,252.43
Year 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$20,873.76	$0.00	$20,873.76
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$2,832.99	$0.00	$2,832.99
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	$123,635.45	$0.00	$123,635.45
Year 1	A00046	AXON AIR DFR PATROL PLAN	4	$87,813.08	$0.00	$87,813.08
Year 1	Fleet3A	Fleet 3 Advanced	45	$172,357.57	$0.00	$172,357.57
Year 1	H00001	AB4 Camera Bundle	187	$67,741.83	$0.00	$67,741.83
Year 1	H00002	AB4 Multi Bay Dock Bundle	23	$15,736.12	$0.00	$15,736.12
Year 1	IR1CA	Interview Room 1 Camera Standard	5	$42,974.48	$0.00	$42,974.48
Year 1	IR1CB	Interview Room 1 Camera Essential	4	$31,177.38	$0.00	$31,177.38
Year 1	M00049	OFFICER SAFETY PLAN T10	182	$945,434.70	$0.00	$945,434.70
Year 1	ProLicense	Pro License Bundle	12	$14,653.38	$0.00	$14,653.38
Total				**$2,289,851.29**	**$0.00**	**$2,289,851.29**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00049	OFFICER SAFETY PLAN T10	182	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100105	COMMUNITY LINK/PRO PSO SETUP	1	$524.27	$0.00	$524.27
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$436.89	$0.00	$436.89
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	$52,097.99	$0.00	$52,097.99
Year 2	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1	$7,281.56	$0.00	$7,281.56
Year 2	102011	AXON AI ASSISTANT	182	$51,764.03	$0.00	$51,764.03
Year 2	102526	PSO 1-DAY ONSITE TRAINING	1	$1,163.60	$0.00	$1,163.60
Year 2	102610	AXON COMMUNITY LINK	182	$25,874.06	$0.00	$25,874.06
Year 2	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 2	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$349.51	$0.00	$349.51
Year 2	102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 2	102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	$28,194.16	$0.00	$28,194.16
Year 2	102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	$30,582.55	$0.00	$30,582.55
Year 2	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	$15,018.19	$0.00	$15,018.19
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182	$17,254.68	$0.00	$17,254.68
Year 2	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	$95.10	$0.00	$95.10
Year 2	50294	AXON INTERVIEW - SERVER - LITE	2	$854.56	$0.00	$854.56
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	$17,254.68	$0.00	$17,254.68
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	$17,254.68	$0.00	$17,254.68
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$436.89	$0.00	$436.89
Year 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$7,281.56	$0.00	$7,281.56
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$988.25	$0.00	$988.25
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	$43,128.74	$0.00	$43,128.74
Year 2	A00046	AXON AIR DFR PATROL PLAN	4	$30,632.54	$0.00	$30,632.54
Year 2	Fleet3A	Fleet 3 Advanced	45	$60,124.85	$0.00	$60,124.85
Year 2	H00001	AB4 Camera Bundle	187	$23,630.92	$0.00	$23,630.92
Year 2	H00002	AB4 Multi Bay Dock Bundle	23	$5,489.35	$0.00	$5,489.35
Year 2	IR1CA	Interview Room 1 Camera Standard	5	$14,991.13	$0.00	$14,991.13
Year 2	IR1CB	Interview Room 1 Camera Essential	4	$10,875.86	$0.00	$10,875.86
Year 2	M00049	OFFICER SAFETY PLAN T10	182	$329,803.49	$0.00	$329,803.49
Year 2	ProLicense	Pro License Bundle	12	$5,111.65	$0.00	$5,111.65
Total				**$798,787.00**	**$0.00**	**$798,787.00**

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100105	COMMUNITY LINK/PRO PSO SETUP	1	$524.27	$0.00	$524.27
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$436.89	$0.00	$436.89
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	$52,097.99	$0.00	$52,097.99
Year 3	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1	$7,281.56	$0.00	$7,281.56
Year 3	102011	AXON AI ASSISTANT	182	$51,764.03	$0.00	$51,764.03
Year 3	102526	PSO 1-DAY ONSITE TRAINING	1	$1,163.60	$0.00	$1,163.60
Year 3	102610	AXON COMMUNITY LINK	182	$25,874.06	$0.00	$25,874.06
Year 3	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 3	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$349.51	$0.00	$349.51
Year 3	102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 3	102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	$28,194.16	$0.00	$28,194.16
Year 3	102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	$30,582.55	$0.00	$30,582.55
Year 3	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	$15,018.19	$0.00	$15,018.19
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182	$17,254.68	$0.00	$17,254.68
Year 3	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	$95.10	$0.00	$95.10
Year 3	50294	AXON INTERVIEW - SERVER - LITE	2	$854.56	$0.00	$854.56
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	$17,254.68	$0.00	$17,254.68
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	$17,254.68	$0.00	$17,254.68

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$436.89	$0.00	$436.89
Year 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$7,281.56	$0.00	$7,281.56
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$988.25	$0.00	$988.25
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	$43,128.74	$0.00	$43,128.74
Year 3	A00046	AXON AIR DFR PATROL PLAN	4	$30,632.54	$0.00	$30,632.54
Year 3	Fleet3A	Fleet 3 Advanced	45	$60,124.85	$0.00	$60,124.85
Year 3	H00001	AB4 Camera Bundle	187	$23,630.92	$0.00	$23,630.92
Year 3	H00002	AB4 Multi Bay Dock Bundle	23	$5,489.35	$0.00	$5,489.35
Year 3	IR1CA	Interview Room 1 Camera Standard	5	$14,991.13	$0.00	$14,991.13
Year 3	IR1CB	Interview Room 1 Camera Essential	4	$10,875.86	$0.00	$10,875.86
Year 3	M00049	OFFICER SAFETY PLAN T10	182	$329,803.49	$0.00	$329,803.49
Year 3	ProLicense	Pro License Bundle	12	$5,111.65	$0.00	$5,111.65
Total				**$798,787.00**	**$0.00**	**$798,787.00**

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100105	COMMUNITY LINK/PRO PSO SETUP	1	$524.27	$0.00	$524.27
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$436.89	$0.00	$436.89
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	$52,097.99	$0.00	$52,097.99
Year 4	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1	$7,281.56	$0.00	$7,281.56
Year 4	102011	AXON AI ASSISTANT	182	$51,764.03	$0.00	$51,764.03
Year 4	102526	PSO 1-DAY ONSITE TRAINING	1	$1,163.60	$0.00	$1,163.60
Year 4	102610	AXON COMMUNITY LINK	182	$25,874.06	$0.00	$25,874.06
Year 4	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 4	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$349.51	$0.00	$349.51
Year 4	102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	1	$145.63	$0.00	$145.63
Year 4	102820	PREPARED AUTOMATED QA (per 1,000 calls)	70	$28,194.16	$0.00	$28,194.16
Year 4	102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	70000	$30,582.55	$0.00	$30,582.55
Year 4	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	40	$15,018.19	$0.00	$15,018.19
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	182	$17,254.68	$0.00	$17,254.68
Year 4	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	$95.10	$0.00	$95.10
Year 4	50294	AXON INTERVIEW - SERVER - LITE	2	$854.56	$0.00	$854.56
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	182	$17,254.68	$0.00	$17,254.68
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	182	$17,254.68	$0.00	$17,254.68
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$436.89	$0.00	$436.89
Year 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$7,281.56	$0.00	$7,281.56
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$988.25	$0.00	$988.25
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	182	$43,128.74	$0.00	$43,128.74
Year 4	A00046	AXON AIR DFR PATROL PLAN	4	$30,632.54	$0.00	$30,632.54
Year 4	Fleet3A	Fleet 3 Advanced	45	$60,124.85	$0.00	$60,124.85
Year 4	H00001	AB4 Camera Bundle	187	$23,630.92	$0.00	$23,630.92
Year 4	H00002	AB4 Multi Bay Dock Bundle	23	$5,489.35	$0.00	$5,489.35
Year 4	IR1CA	Interview Room 1 Camera Standard	5	$14,991.13	$0.00	$14,991.13
Year 4	IR1CB	Interview Room 1 Camera Essential	4	$10,875.86	$0.00	$10,875.86
Year 4	M00049	OFFICER SAFETY PLAN T10	182	$329,803.49	$0.00	$329,803.49
Year 4	ProLicense	Pro License Bundle	12	$5,111.65	$0.00	$5,111.65
Total				**$798,787.00**	**$0.00**	**$798,787.00**

Apr 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100105	COMMUNITY LINK/PRO PSO SETUP	1	$524.27	$0.00	$524.27

Apr 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$436.89	$0.00	$436.89
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	182	$52,097.99	$0.00	$52,097.99
Year 5	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	1	$7,281.56	$0.00	$7,281.56
Year 5	102011	AXON AI ASSISTANT	182	$51,764.03	$0.00	$51,764.03
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Year 5	ProLicense	Pro License Bundle	12	$5,111.65	$0.00	$5,111.65
Total				**$798,787.00**	**$0.00**	**$798,787.00**

Signature

Date Signed

3/4/2026

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Lee's Summit Police Department - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within twenty-one (21) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 21 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing an on-site data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer at customer site less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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Attachment I – Statements of Work

See next page

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STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR LEE'S SUMMIT POLICE DEPARTMENT - MO ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

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1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Lee's Summit Police Department - MO who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

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1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

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2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1

- will supply Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to Install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).

- Agency will configure all network equipment.
- Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.

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2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

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3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

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4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

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5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

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6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature: Signed by: Robert Driscoll 55DAEBB131A4424...	Signature: _____
Name: Robert Driscoll	Name: _____
Title: Deputy General Counsel	Title: _____
Date: 3/6/2026 | 9:51 PM MST	Date: _____

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ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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STATEMENT OF WORK

Lee's Summit Police Department – MO

DATA TRANSFER:

- MOTOROLA WATCHGUARD LIBRARY (On-Premise)

Submitted By:
Axon Enterprise
Software Solutions Engineering Team

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

1. PROJECT OVERVIEW 2
2. SOFTWARE SERVICES ETL APPROACH 7
3. PROJECT MANAGEMENT 15
4. POST PROJECT 17
5. SIGN-OFF 18
6. AXON SECURITY 19

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

1. PROJECT OVERVIEW

This document serves as the Statement of Work for the Data Transfer project being delivered by Axon Enterprise for Lee's Summit Police Department

The Axon Software Services team will assist Lee's Summit Police Department in **E**xtracting Digital Assets and its corresponding Metadata from a Source System, **T**ransforming the Metadata fields from their original format into the new Axon fields, and then **L**oading the transformed data into evidence.com

Axon builds distinct software packages referred to as Channel Service Packages. These Channel Packages are uniquely developed according to the technical specifications of the source system and customer needs.

1.1 MIGRATIONS AND INTEGRATIONS

Source systems listed below are in scope for this project.

TRANSFER TYPE	SOURCE SYSTEM	DATA AMT	SOURCE LOCATION	TIME ESTIMATE
ONE TIME MIGRATION	Motorola Watchguard Library	120 TB	On-Prem	6 mo.

1.2 DEFINITIONS

TERM	DEFINITION
RESOURCES	
Agency/Department/Force/Client	The Organization requesting the Data Transfer
Business/End-Users	Groups who will use the system. Typically, officers
Data Solutions Engineer (DSE)	Axon Engineer who works with the org to perform the Data Transfer tasks
Solutions Architect / TPM	Portfolio and Resource Mgmt. Document Requirements. Design Approach
Network Admin/Architect	Provide Access to Source System (Server/Database/Credentials)
Subject Matter Expert	Map Legacy Data | Review Sample Data
Project Authority/Sponsor	Approve / Sign off on Project Deliverables

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TECHNOLOGY	
Asset	Digital file associated to evidence (video, audio, image, docs)
Audit Trail	Captures details of evidence creation and subsequent access history.
Azure Account	Secure Microsoft cloud storage for storing extracted data: Blobs, Containers, Database
Customer Solutions Migration Platform (CSMP)	Axon developed tool designed to extract, transform, and load evidence data into the Axon ecosystem
Channel Service Package	Axon developed software package designed specific to Source System
Extraction	The removal of digital Assets and Metadata from the source system
Load	The ingestion of extracted files and transformed metadata into evidence.com
Metadata	The data related to one or more asset (names, dates, details)
Migration Management Console (MMC)	Axon developed front-end tool, enables configuration of Channel Service Packages
REST API	
Storage Explorer	A Microsoft tool that enables account configurations and permissions.
Shared Access Signature (SAS)	A URI that grants restricted access rights to Azure Storage resources. A SAS key has a predefined expiration date
Self-Hosted Integration Run Time (SHIRT)	A Microsoft tool enabling secure data transfer data from source systems, can be used with both on premise and cloud systems
Live/Production Environment	The operational environment where the product is accessed
Source System	The system containing the files and metadata that needs to be transferred
Target System	The system that receives the extracted files and transformed data
Transformation	Converting source system data into the required evidence.com format
Training/Staging Environment	The pre-production environment where all Axon-specific development and configuration is presented to the Organization before deployment to the live production system
XSLT	Extensible Stylesheet Language Transformations. Programming language used by DSE to configure and convert source system metadata to the Evidence.com format

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PROJECT & MILESTONES	
Project	Scope of work related to the data transfer from a source system into the Axon ecosystem
Data Transfer Questionnaire	A form to be populated by the org requesting a data transfer, helps inform Axon of Project scope and requirements
Kick-off	Axon led meeting to confirm project requirements, explain ETL process, establish ways of working
Extraction	Axon DSE works with Org network admin to connect and extract Digital Assets and Metadata from the Source System.
Transformation	Axon DSE works with Org SME to Identify which fields should be brought from source system and what fields they map to in Axon Evidence. Also, Mapping Users and Categories
Project Configuration	Iterative development through sprints. CSMP and MMC Setup.
Pre-Migration Verification	Sending Sample Items to Test Environment for Org Review. Identify incomplete mapping.
Dry Run	Full Practice Run of Migration to uncover any remaining issues.
User Acceptance Testing (UAT)	Scheduled events for testing a small number of evidence Items in the Organizations Production Instance
Go-Live	Loading Digital Assets and Transformed Metadata into Organizations Production Instance of Axon Evidence
Project Validation	Org has 30 days to review results of Data Transfer and inform project of any issues.
Project Sign Off	Org has reviewed Data Transfer results and willing to Sign Documentation.

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1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services not defined explicitly by this SOW will require a Project Change Order approved by Organization in writing. The following are considered outside the scope of this project:

- Administration, Management or Support of Organizations or Vendors internal IT network or infrastructure.
- Changes to Source System infrastructure made by Organization or Vendor after the Axon data capture questionnaire has been submitted.
- Modification of Source System Metadata: If source system Metadata needs to be cleansed or modified. Organization must correct Metadata prior to extraction, Axon will not modify or cleanse Metadata.
- Converting Proprietary Video: If source system video codecs is proprietary, Organization must convert video to an accepted format prior to being loaded into Axon Evidence. Axon will not convert Source System Digital Assets. [Accepted Formats]
- Third-party products, services or costs related to the vendors or organizations side of the integration.
- Managing changes made to Source System Digital Assets or Metadata after Go-Live.
- Requests for additional One Time Migrations from the same Source System after Go-Live.
- Changes to existing evidence within evidence.com via Axon's Partner API.
- Changes to Axon Evidence underlying database schema, program code logic, supported file formats/codecs or cloud infrastructure.

Out of scope work requested by Organization and performed by Axon may result in additional fees. Determination of work regarded as significant is at Axon's discretion.

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1.4 ASSUMPTIONS

- Organization has access to Digital Assets and Metadata
- Organization has prioritized Data Transfer project and has assigned the appropriate resources.
- Organization will allocate resources to complete project tasks in a t timely manner, failure to do so will result in overall project delays.
- Organization will help to facilitate effective communications between Axon and Source System Vendor when necessary.
- Source System Vendor will provide requested information, responses, and necessary credentials in a timely manner based on provision of sufficient notice by Axon.
- If Organization requires multiple Data Transfer projects each project will operate on an independent ttimeline in order reduce risk.
- Organization retains ownership and responsibility of original versions of Source System Digital Assets and Metadata and their corresponding retention policies. Axon will only make copies of the Source System data. Axon will not Delete the Source System data.
- Axon's project timeline is based on the understanding of known project requirements and known scope. As new requirements emerge by written agreement, and the scope increases the project timeline will be impacted accordingly.
- Delivery and related response times for communications exclude weekends and public holidays.
- Service Level Agreements are as per the overarching contract between Axon & Organization. Cloud SLAs are per Microsoft's published SLAs.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

2. SOFTWARE SERVICES ETL APPROACH

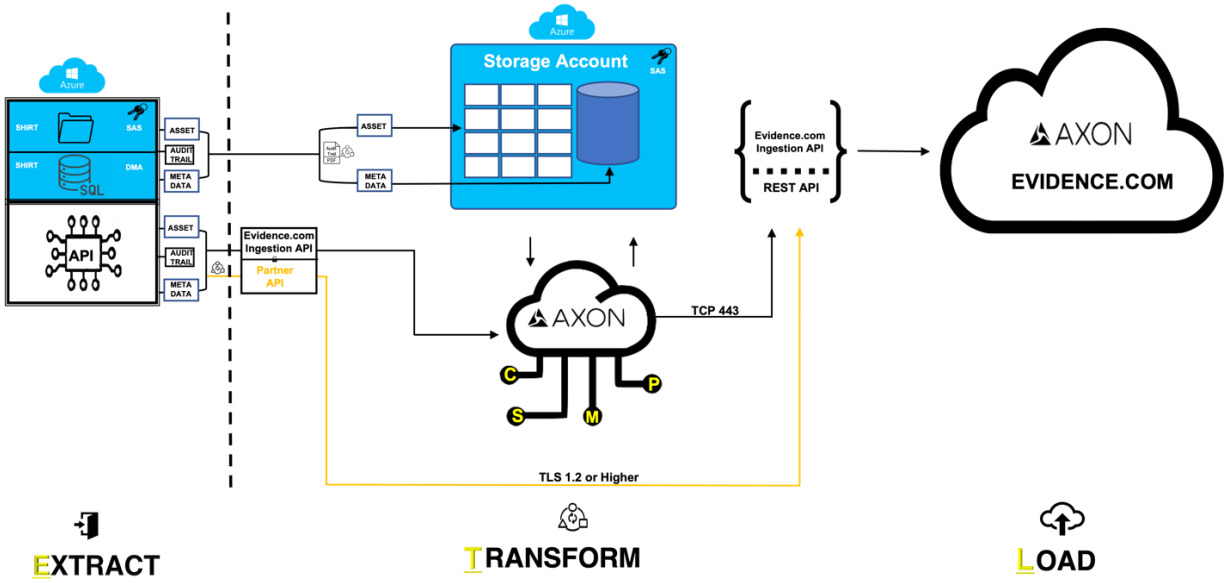
METHODOLGY

The successful transfer of Digital Evidence from the Source System into Evidence.com requires the Axon project team and Client project team to Join Forces; Solve Problems and complete project tasks in a timely manner.

Axon manages Data Transfers as 3 distinct components:
1. Asset - the digital file associated with the evidence or event (video, audio, image, docs)
2. Metadata - the data related to one or more asset (name, dates, details)
3. Audits/Chain of Custody - PDF audit trail of the asset
Axon supports the ingestion of the following file formats. Complete List of File Formats

Axon builds distinct software packages referred to as Channel Service Packages. These Channel Packages are developed uniquely according to the technical specifications of the source system and Organization needs.

Axon has built a platform intended to expedite the Data Transfer process. The **C**ustomer **S**olutions **M**igration **P**latform **(CSMP)** was designed to Extract data from Azure Containers, manage Channel Service Packages, Ingest Digital Assets and Transform Metadata into the appropriate format needed for evidence.com upload.



Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

PROJECT SPECIFICATIONS

The Axon Software Services team will assist Lee's Summit Police Department in the transfer of the entirety of their Digital Assets and its corresponding Metadata from the (Motorola Watchguard Library) system into the Axon Evidence Platform.

[SOURCE SYSTEM]	
Data Transfer Type	ONE-TIME
Source System Name	Motorola Watchguard Library
Amount of Data	120 TB
Source System Location	On-Premise
Source System Network Capacity	
Digital Asset Format(s)	
Total Number of Digital Assets	
Digital Assets Location	On-Premise
Metadata Location	
Metadata Format	
Total Metadata	
Source System Security Algorithm	
Source System End Date	

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

2.0 PRE-PROJECT

2.0.1 REQUIREMENT GATHERING

Axon will ask the Organization to complete a Data Transfer Questionnaire. The questionnaire responses will help inform project requirements and scope.

2.0.2 API CLIENT CREATION

Organization will need to create a unique API Client within their Axon Evidence account. The unique API client will be attached as the created by user for all items associated to the Data Transfer.

2.1 EXTRACTION

Digital assets and its' corresponding metadata must be extracted from its Source System. Axon will work with the Organization and Third-Party Vendor to perform the Extraction using the following methods.

- **REST API**

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

API

Used for Extractions of Assets and Metadata from third party/external REST API End Points

REST API to CSMP

Once provided with authentication credentials and appropriate documentation Axon can poll provided REST API endpoints. Axon can copy data from an API endpoint by using the GET or POST methods and copy data to a REST endpoint by using the POST, PUT or PATCH methods.

Axon will send a request to an asynchronous API endpoint. The API endpoint responds to Axon with a request ID. Axon sends the request ID to the Polling API endpoint to find out the status of the request. The Polling API responds with the status of the asynchronous request.

Using specified parameters Axon will query the API endpoint to locate and copy the Digital Asset and Metadata that will be sent to the CSMP for data transformation.

ASSET VALIDATION

A comparative analysis will be performed by Axon to confirm the number of files being transferred. The analysis will include:

- Number of files identified by API query parameters
- Number of files uploaded to Axon Evidence
- File Counts by extension type

HASH VALIDATION

Hash validations are used to ensure file integrity. The CSMP performs two hash checks on files before uploading evidence. The first check uses the algorithm of the source system, and the second check uses SHA-256, the algorithm used by Evidence.com. If the first check fails, the file will not be sent to evidence.com unless a setting to override the hash validation is set to true. After the file is sent to Evidence.com, the second check is done, and if the hashes do not match, an error is recorded in the Status Log.

METDATA EXTRACTION

The Data Solutions Engineer will work with Organization to extract the evidence metadata and audit history from the Motorola Watchguard Library.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

AUDIT TRAIL EXTRACTION

The Audit history from the Source system will be extracted from its source (API) converted into a PDF and attached to the corresponding evidence item by Axon.

* If the Source System is still being used – A new copy of the audit history must be extracted by Axon

EXTRACTION TIME(s)

Axon will monitor source system extraction times for approximately a week and will use that information to estimate the overall project timeline. Extraction times are significantly influenced by: [Amount of Data | Network Bandwidth | Number of Files | Size of Files | API rate limits]

Evidence.com Current (RTP) Weekdays: 100 records per min

2.2 TRANSFORMATION

Axon will work with the Organization to transform the extracted Metadata into the format needed for Axon Evidence.

2.2.0 METADATA MODIFICATION

Per operational policy Axon does not elect to modify source system data. Axon will always recommend the Organization to make any necessary data modifications in the source system prior to extraction.

If the source system data requires modifications prior to or after being loaded into evidence.com, documentation detailing the modifications will be created by Axon. Data Modifications must be approved by both Organization and Axon. Any modifications to source data will be reflected in the Audit Trail

2.2.1 METADATA MAPPING

A Data Solutions Engineer will work with Organization to transfer all relevant fields from the source system identified by Organization into their Axon Evidence account.
Organization will need to complete a User Mapping to identify all Users from the Source System to their respective Badge ID in Axon Evidence. A default user can be created to assign evidence for officers no longer with the Organization.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Organization will need to complete an evidence Category Mapping to identify the categories from the system to their respective Category in Axon Evidence.
Organization will be responsible for signing off on the mappings before development work begins.

2.2.2 METADATA TRANSFORMATION

Organization provided mappings will be transformed by Axon within the CSMP platform.

Transformation and cleansing rules may include, but not limited to, the following:

- Translation of literal value(s) to literal value(s)
- Default null to literal value
- Empty field processing (i.e., null to space or space to null)
- Formulas (i.e., simple equations and mathematical expressions)

2.3 LOAD

The Extracted Digital Assets and Transformed Metadata will be ingested into Axon Evidence by Axon using the CSMP via REST API calls.

Axon will perform a series of test migrations prior to the production Go-Live. The Organization will review and approve the sample data from the test migrations.

TEST - UPLOAD VERIFICATION

Once the metadata fields are mapped by Axon, the Data Solutions Engineer will perform a sample upload to ensure that all relevant metadata fields have been identified and mapped correctly. Axon will provide any QA verification tools/scripts to help with data verification. Sample uploads performed by Axon will consist of the following:

1. Test uploads are posted to an isolated training instance (i.e. test environment)
2. Upload small set of production data to Client Production instance

DRY RUN - UPLOAD VERIFICATION

After the test upload a Dry Run of the full migration is completed to uncover any remaining issues. The Dry Run will identify issues or errors related to categories, users, digital assets and metadata.

PRODUCTION - UPLOAD

Once Test Upload and Dry Run has completed and the Client has reviewed and approved the sample items the production upload will begin.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

LOAD TIME

Once the production load begins Axon will monitor the upload times for approximately a week and will use that information to estimate the overall project upload timeline.

2.4 VALIDATION

During the upload process the Data Solutions Engineer will review status logs and work with the Organization to resolve any identified errors.

PROJECT SIGN OFF

Once all identified errors have been resolved Organization will have 30 Days to review and approve the results of the Transfer. If the Organization has issues related to the data transfer the expectation is that the Organization will respond in writing within the 30 calendar-day window.

Axon recommends reviewing and confirming the following:

- Categories
- Retention Periods
- Users
- Confirm Accuracy of Data Mappings

Axon will send Client a document stating the project has been completed to satisfaction, the document will require an electronic signature. Once the Data transfer has been signed off, the Axon project team will no longer be the initial point of contact.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

3. PROJECT MANAGEMENT

Axon utilizes a hybrid approach to project management, implementing aspects of both Agile and Waterfall methodologies.

Waterfall is used for overall project management and tracking progress against major milestones. Agile practices are used during the configuration and building phases of the project.

Axon will schedule weekly project meetings with Organization to ensure project tasks are being completed in a timely manner.

Below is an example of the project task list that will be shared with the Organization and managed via Smartsheet.

Separate project management timelines task lists for Phase 1 & 2 will be agreed upon and maintained for Motorola channel services.

OWNER	TASK	DUE DATE	STATUS
	PHASE 1		
AXON	Kickoff		
ORG + AXON	Establish / Provide API Authentication Credentials		
ORG + AXON	Connect to Source System Database		
Axon	Create Channel Package (if applicable)		
Axon	Verify Total number of Digital Assets		
ORG	Create API Client		
ORG	Create Fallback Category		
ORG	Create Default/Fallback User badge ID		
ORG + AXON	Complete Category Mappings		
ORG + AXON	Complete User Mappings		
ORG + AXON	Complete Metadata Mappings		
ORG	Creates Custom Metadata field(s)		
ORG	Signs Off on all Mappings		
	PHASE 2		
Axon	Pre-Migration Verification		
Axon	Sign Off on pre-migration Sample Item(s)		
Axon	Dry Run Verification		
Axon	Resolve any errors from Dry Run (if applicable)		
Axon	Production Run		
ORG + AXON	Post Migration Analysis		
ORG	Project Sign Off		

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

3.1 MANAGEMENT RESOURCES

3.1.1 AXON TEAM

- Data Solutions Engineer: Schedule project meetings collaborate with Organization on mappings, ensures internal Axon systems are set up and maintained throughout the project.

  Responsible for performing the Data Transfer and resolving issues related to the project.

- Technical Program Manager: Ensures all team members from Axon and the Organization are continually updated on the status of the project. Works Internally to eliminate roadblocks.
- Solution Architect: Holds responsibility for the development and execution of technical initiatives including integration connectivity, transformations, and testing.

- Customer Success Manager: Holds responsibility for post-implementation and ongoing support.

3.1.2 ORGANIZATIONS TEAM

- Project Manager: Acts as the Organizations primary Point of Contact. Manages and coordinates Organization and Source System resources committed to supporting the project.

- IT Administrator: Provides Access to Source System (Authentication/Credentials). Assists with Extraction of Digital Assets and Copying of Metadata (Database)

- Subject Matter Expert: Strong understanding of current and future workflows. Identifies what fields should be brought from Source System and how they should be mapped in Axon Evidence. Performs User Acceptance Testing (UAT).

- Project Sponsor/Authority: Approve Sign Off on Project Deliverables.

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

4. POST PROJECT

4.1 SUPPORT

After the Organization has officially Signed off on the project. They will need to contact the axon support team going forward for any Evidence.com related inquires. If Axon support is unable to resolve your matter the issue will be logged as a ticket placed in a queue for a Data Solutions to review and trouble shoot, the ticket will be prioritized accordingly.

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5. SIGN-OFF

AXON ENTERPRISE

Signature: Signed by: Robert Driscoll 55DAEBB131A4424...

Name: Robert Driscoll

Position: Deputy General Counsel

Date: 3/6/2026 | 9:51 PM MST

[Lee's Summit Police Department]

Signature: _____

Name: _____

Position: _____

Date: _____

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

Security of The Axon Network

These are features and measures Axon has taken to secure Axon products and services.

VULNERABILITY IDENTIFICATION AND REMEDIATION

Axon conducts regular vulnerability assessments to improve Axon products, security controls, and processes. Identification programs for Axon Cloud Services include frequent vulnerability scans and scheduled penetration tests performed by independent firms and contractors. All identified vulnerabilities are evaluated by the Axon Information Security team, assigned remediation time frames, and tracked through remediation.

If you are interested in performing security testing of Axon products, please first review Axon's Penetration Testing & Vulnerability Disclosure Guidelines.

SECURITY MONITORING AND RESPONSE

Axon employs a dedicated Security Operations team to monitor the security of Axon Cloud Services, including Axon Evidence (Evidence.com). The team is equipped to immediately respond to threats and malicious actors.

SECURITY UPGRADES

Hackers and other malicious actors move fast, and they take advantage of entities that can't keep their systems up to date and secure. Axon Cloud Services are delivered as Software as a Service and not only are security patches applied well within vendor recommendations, but Axon Cloud Services also ensure that Axon devices that are part of the Axon Network frequently receive security upgrades. These security updates and upgrades come out of the box with Axon Cloud Service licenses and do not require customer interaction. Axon's security upgrades and patches are applied during Axon Evidence's Maintenance Schedule.

ADVANCED PROTECTIONS

By having a laser focus on security and aggressively investing to maintain such security, we are able to deploy and appropriately manage advanced security tools and threat prevention solutions that are cost- or resource-prohibitive to individual customers. Unlike what you would find with an off-the-shelf anti-virus software that you install yourself, we offer advanced protections that deter even the most sophisticated

Docusign Envelope ID: C6C5647B-313B-4ACE-BE28-0FD6FCF5F81B

attackers. We have finely tuned web application firewalls, leverage security intelligence tools for continuous monitoring, and deploy layers of defense to detect and react to malicious activity.

REPORTING POTENTIAL SECURITY ISSUES OR VULNERABILITIES

If you know or suspect security issues with an Evidence.com account or if you believe you've discovered a security vulnerability on Evidence.com or with an Axon product, please email infosec@axon.com with a thorough explanation of the issue or vulnerability. Any sensitive testing results or information should be transmitted to Axon using an encrypted communication channel. Our PGP key is available here: Axon Information Security (4CB2324C) – Public

We ask that you do not disclose any vulnerability information publicly or to any third party without coordination with Axon's Information Security team. Axon is committed to working with customers and the security researcher community to validate and address reported potential vulnerabilities. Further information regarding this commitment is outlined in Axon’s Penetration Testing & Vulnerability Disclosure Guidelines.