Order Form #2474

Axon Enterprise, Inc.

17800 N 85th St.
Scottsdale, AZ 85255
United States of America
Joseph Broderick
jbroderick@prepared911.com

Client Information

NC - Apex Police Communications (NC)

James Neuhaus
Emergency Communications Manager
james.neuhaus@apexnc.org

Billing Info

PO Box 250
Apex | North Carolina | 27502
US

Order

This is an order for a subscription to the Prepared Communications Service specified below, which is offered by Axon Enterprise, Inc. or its affiliate ("Axon").

Initial Subscription Period	**60 months**

The Initial Subscription Period is the 60-month period commencing on the Effective Date.

Contract Period	
Effective Date	

Date that Client signs the Order for the Prepared Communications Service.

Payment Terms	**Net 30**

Payment for Service is due on the Effective Date and the start date of each Renewal Period and shall be paid in full within 30 days from receipt of invoice (Net 30).

Billing Frequency	**Annually: From Effective Date**
Proposal Expiration Date	**September 15, 2026**

Annual Subscription Fees

Product	Length	Service Period	Price per Year
Assistive Call-Taking Provides real-time call transcription and translation, AI insights, inbound and outbound text and media, Text-to-Voice in 20 languages, EED/ELS with spoken location capture, and supervisor keyword alerts and incident flagging.	**60 months**	*Effective on Buyer Signature Date*	**$10,203.00**

Plus applicable taxes.

Annual Subscription Fees

One-Time Fees

Product	Total Price

Product	Total Price
Audio Collector Hardware Kit Hardware kit required to run Prepared.	$2,400.00
Audio Collector Hardware Configuration Technical set-up and configuration of Prepared Audio Collector Hardware.	$1,000.00
Prepared Training - Virtual Session Virtual user training of the Prepared Platform.	~~$2,000.00~~ $0.00 -100%
First Year Subtotal for One-Time Fees	$3,400.00

Plus applicable taxes.

Year 1 Overall Total	$13,603.00
Year 2 Overall Total	$10,203.00
Year 3 Overall Total	$10,203.00
Year 4 Overall Total	$10,203.00
Year 5 Overall Total	$10,203.00

The following terms and conditions are incorporated by reference to this Order: (1) the Master Services and Purchasing Agreement for Agency between Axon

Enterprise, Inc. (“Axon”) and Apex Police Department – NC (“Customer” or “Agency”) dated June 27, 2023 (“Agency MSPA”), and (2) the current Axon 911 Terms of Use Appendix and the current Axon 911 Profession Services Terms Appendix, each found at https://www.axon.com/sales-terms-and-conditions (this Order, the Agency MSPA and such Axon 911 terms and conditions collectively referred to as the “Agreement”).

This document constitutes the “Quote” for purposes of the Agreement. Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Agreement.

This Agreement supersedes and replaces all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter of this Order, unless the parties have entered into a separate governing definitive written agreement. Any purchase order issued in response to this

Order is subject only to this Agreement and additional or preprinted terms on purchase orders shall have no effect. No modification of the Agreement, including this

Order, shall be binding on either party unless it is in writing and signed by both parties. Notwithstanding the foregoing, any Non-Disclosure Agreement or Confidentiality Agreement between the parties, which are currently in effect, shall apply and continue to be in full force and effect for purposes of this Order.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order, including the Agreement.

Billing Information
Name: Accounts Payable Email: Apex.Invoices@apexnc.org

Signatures

IN WITNESS WHEREOF, the Customer by its duly authorized representative has executed this Agreement as of the date of signature below (“Effective Date”).

NC – Town of Apex (Police Communications (NC))

Axon 911 Terms of Use Appendix

This Axon 911 Terms of Use Appendix ("**Appendix**") is between Axon Enterprise, Inc., on behalf of itself and its affiliates ("**Axon**") and the customer named on the Quote ("**Customer**") and is made part of the Master Services and Purchasing Agreement (currently located at https://www.axon.com/sales-terms-and-conditions) or other negotiated agreement between Axon and Customer ("**Agreement**"). This Appendix, including the Agreement, governs Customer's access to and use of Axon 911 products and services. By installing, accessing or otherwise using the Solution, Customer agrees to the terms of this Appendix and the Agreement. If Customer has purchased the Axon AI Era Plan, this Appendix also governs Customer's use of the included Axon 911 products and services. Axon 911 Core (including Carbyne APEX and Logging Recorder) is not included as part of the Axon AI Era Plan. In the event of a conflict between the Agreement and this Appendix, this Appendix will apply to the extent of such conflict as applicable to the subject matter of this Appendix.

1. **Definitions**.

   1.1. **Authorized User** means Customer's or Customer's employees, consultants, agents or contractors who are granted access to the Solution in support of Customer's internal business or operations.

   1.2. **Customer Content** means Customer's data (including data from Customer's applications which are connected to the Solution, and personal data of callers and Authorized Users), records, reports, recordings, files and content (including the content of any alert, message, video, or chat sent or received using the Solution) which are submitted to the Solution or which are generated by Customer or Authorized Users through access or use of the Solution. Customer Content does not include Third Party Content or Third Party Services.

   1.3. **Equipment** means third party hardware, licenses, equipment, applications, and materials.

   1.4. **Platform** means the hosted platform, software as a service and/or other hosted product or service which Axon makes available to Customer pursuant to this Appendix. The Platform excludes Software.

   1.5. **Privacy Policy** means the current Axon Cloud Services Privacy Policy available at https://www.axon.com/legal/cloud-services-privacy-policy.

   1.6. **Professional Services** means professional services such as implementation of the Solution, installation of equipment, integration of the Solution with Customer's applications and training.

   1.7. **Solution** means the Software and/or Platform which Axon makes available to Customer pursuant to this Appendix, which includes Axon 911 products and services such as Carbyne and Prepared products and services. The Solution does not include Third Party Content or Third Party Services.

   1.8. **Software** means the software made available to Customer for download which enables Customer and Authorized Users to access the Solution, if required. Software excludes the Platform.

   1.9. **Support Services** means the maintenance and support services provided in connection with Customer's use of the Solution in accordance with the then current Support Terms.

   1.10. **Support Terms** means the then current Axon 911 Support Terms and SLA describing the support services and service level agreement for the Solution. The Support Terms are currently available at https://www.axon.com/sales-termsand-conditions.

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

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

2. **Permitted Use**.

   2.1. Customer will: (i) if Software is required, have the non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download and install the Software to access the Platform, and is permitted to use for Customer's internal business purposes in accordance with the applicable Quote (including any specified number of licenses, call

volume or other quantity), this Appendix and the Documentation; (ii) access and use the Solution in compliance with all applicable laws and regulations (including those relating to privacy and export); (iii) be responsible for Authorized Users' use of the Solution including any unauthorized use or breach of this Appendix. If Axon provides Customer with Axon manufactured equipment for use with the Solution (such as a serial-to-IP device or audio trigger module) Axon grants Customer a nonexclusive, non-transferable, non-sublicensable, limited, revocable right to use software installed on such Axon equipment solely for use with the Solution. Use of any features and functionalities in the Solution which are powered by AI Technology is also governed by the AI terms in the Agreement.

2.2. Axon has the right to monitor Customer's use of the Solution (but not Customer Content) to verify Customer's compliance with this Appendix. If Customer's use of the Solution exceeds the permitted use, Axon will notify Customer of any overage fees or increases in the annual subscription fee for the next annual period. If Axon reasonably believes that Customer is using the Solution in an unauthorized or improper manner, or if Customer fails to make timely payments, Axon may, without limiting any other remedy available to Axon, terminate or suspend Customer's right to use the Solution (or any applicable feature, functionality or content) or take any other action Axon considers appropriate.

3. Term. The Subscription Term and start date for the Solution is set forth on the Quote. The subscription shall automatically renew for additional 12 month periods after the initial Subscription Term unless either party provides written notice to the other party to terminate at least 30 days prior to the expiration of the then applicable term.

4. Intellectual Property Rights; Restrictions. Axon, its affiliates and/or its licensors retain all rights, title and interest, including intellectual property rights, in and to the Solution, Documentation and any intellectual property developed in the course of providing the Solution and related services, including deliverables, specifications, materials and user manuals (and any derivative works). Customer shall not: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices contained on or in the Solution; (iv) make derivative works of the Solution or copy any part or content of the Solution other than as expressly permitted in this Appendix; (v) use the Solution or Axon Confidential Information or any part of it to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Solution (in whole or part), grant non-Authorized Users access to the Solution or use the Solution to provide a hosted or managed service to others (except to the extent expressly permitted in this Appendix); (vii) use the Solution or any Third Party Service in a manner which violates this Appendix and the Agreement.

5. Acceptable Use. Customer shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

6. Customer Content; Data Retention.

6.1. Customer retains all rights, title and interest, including intellectual property rights, in and to Customer Content. Customer grants Axon a license to use, reproduce, transmit and analyze Customer Content, as required to provide the Solution (including performance of operations by the Solution), Support Services and Professional Services to Customer. Customer is solely responsible for all Customer Content. Customer represents and warrants that it owns all Customer Content, or has all consents and rights necessary to share Customer Content with Axon and to grant Axon the rights to Customer Content under this Appendix. Customer also represents and warrants that Customer Content and Axon's permitted use of Customer Content will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

6.2. If available, Customer may use the Solution to connect with Customer's other applications, allowing Customer to receive and access Customer Content available from such applications through the Solution and to make Customer Content available to Authorized Users. When Customer connects the Solution to these applications, Customer: (a) represents and warrants Customer has all necessary rights to use the applications and to connect them to the Solution, and (b) consents to automatically and continuously transmit Customer Content from the application(s) through the Solution.

6.3. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which is submitted, recorded or stored in the course of Customer's use of the Solution, for a period of two (2) years during the Subscription Term (the "Data Retention Period"). Customer Content is automatically deleted 90 days after (a) the

Data Retention Period, or (b) the expiration or termination of the Subscription Term for any reason. At any time prior to such deletion, Customer may download Customer Content which has been stored on the Platform. Customer acknowledges it is responsible for compliance with any applicable data retention laws. Customer will be solely responsible for any requests to produce or delete data from third parties. Axon will have no further obligation with respect to Customer Content after the Data Retention Period or after the deletion of Customer Content.

7. **Third Party Content and Third Party Services**.

   7.1. As part of Customer's use of the Solution, Customer may receive access to Third Party Content. Customer acknowledges Third Party Content may contain errors, and Customer should verify any Third Party Content. Axon has no responsibility or liability for the availability, quality or accuracy of Third Party Content.

   7.2. Customer acknowledges some features and functionalities in the Solution rely on or interoperate with Third Party Services which are beyond Axon's control. Customer acknowledges that Third Party Services are provided with the Solution as a convenience to Customer, and Customer's use of any Third Party Service shall be governed solely by terms applicable to such Third Party Service. Axon assumes no responsibility and disclaims all liability and warranties with respect to any Third Party Service and Customer's use of the Third Party Service.

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

8. **Professional Services and Support Services**. Professional Services will be provided in accordance with the Quote and/or SOW and the Professional Services Appendix to the Agreement. Support Services and Solution availability are provided in accordance with the Support Terms, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Solution, Customer's sole remedy is as set forth in the Support Terms. Any obligations and commitments in the Support Terms only apply to the applicable Solution and not to any other hardware, equipment, software, products or services. Axon will be responsible for its subcontractor's provision of Professional Services and/or Support Services in compliance with this Appendix.

9. **Customer Cooperation**. Customer acknowledges that the timely provision of and access to Customer systems, equipment, assistance, cooperation, complete and accurate information and data ("Customer Cooperation") are essential to performance of any services, including Professional Services, and Axon's performance is dependent on Customer Cooperation. This may also include providing appropriate contacts and facilitating discussions with Customer's third-party vendor or subcontractor, whose services are required to integrate or connect with the Solution or are required for Axon to provide the Solution to Customer. Axon is not responsible for any fees charged by Customer's third-party vendor or subcontractor. If Customer is unable to or fails to timely perform Customer's obligations under this Appendix or a SOW or to provide Customer Cooperation, Axon is not responsible for any dependent obligations to the extent of such delay.

10. **Equipment**. If Customer purchases Equipment from Axon for use with the Solution, use of such Equipment is governed by terms and conditions provided by the manufacturer and all Equipment is sold only with warranties provided by the manufacturer. Unless otherwise expressly specified in the Support Terms, all Equipment are Customer's responsibility.

11. **Use of Data**.

   11.1. Axon implements appropriate technical and organizational security measures designed to prevent unauthorized access, use or disclosure of Customer Content. The Privacy Policy governs Customer's rights arising from and relating to data protection and privacy, and describes Axon's collection, use and disclosure of certain data and/or personal information provided to Axon in connection with Customer's use of the Solution. Axon and Axon's subprocessors will not train their AI models on Customer Content without direction by Customer.

   11.2. Axon may create anonymized and aggregated statistical data from Customer's usage of the Solution, which thereafter shall not include Customer's personal data. Axon may use such anonymized and aggregated data to maintain and improve the Solution, to develop new services or products, and to identify usage trends.

   11.3. Transfers & Location of Storage. Axon may transfer Customer Content to third-party subcontractors and subprocessors only for the purposes set forth in the Agreement, the applicable Data Processing Agreement, and/or

this Appendix, including for storage. Such transfers shall follow the processing requirements and valid transfer mechanisms in the applicable Data Processing Agreement, the Privacy Policy, and/or in applicable product documentation. Axon only permits subprocessors to use Customer Content to deliver to the Customer services that Axon offers. Axon prohibits subprocessors from using Customer Content for any other purpose.

12. **Axon Warranties**. Axon warrants that the Solution is in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Appendix, to the extent permissible under applicable law, Axon's sole obligation, and Customer's exclusive remedy, will be to use commercially reasonable efforts to repair or restore the non-conforming Solution so that it conforms to this warranty. Customer acknowledges Axon has no responsibility for breach of such warranty to the extent due to any connectivity and internet services, third-party computer programs, software, hardware, lines, or equipment, including but not limited to computer equipment, and peripherals, server equipment, communications equipment, and data lines.

13. **Customer Responsibilities**.

13.1. Customer is responsible for: (i) obtaining and maintaining Customer's own IT infrastructure and any ancillary services needed to use the Solution, such as internet, electricity, modems, servers, workstations, hardware and operating systems; (ii) the security of Customer's systems, including the Software installed on Customer's systems, and protecting against malware, viruses, spyware and Trojans on Customer's systems; and (iii) all costs for software, network, internet, mobile device, mobile data usage and any other related services in connection with use of the Solution.

13.2. Customer is responsible for any and all claims, suits or proceedings or damages arising out of or relating to Customer's (or Authorized Users'): (i) violation of any third party terms and third party rights (including third party intellectual property rights or privacy rights); (ii) use of the Solution and Documentation, including operation, combination or use of the Solution with Customer Content and Equipment, software, applications, materials and/or services; (iii) Customer Content; and (iv) Customer's IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers, workstations, hardware and operating systems).

14. **Disclaimers.**

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

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

14.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS APPENDIX AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AXON MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, AND AXON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. AXON FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. AXON HAS NO LIABILITY OR RESPONSIBILITY FOR ANY REPRESENTATIONS AND WARRANTIES WHICH ARE NOT INCLUDED IN THIS APPENDIX, INCLUDING THOSE MADE BY ITS PARTNERS, MANUFACTURERS, VENDORS OR ANY OTHER THIRD PARTY.

15. Axon may reference Customer as a customer or user of Axon 911 products in its publicity or general marketing communications and activities. To opt out, please contact axon911marketing@axon.com.

16. In the event the Agreement expires or is terminated for any reason, this Appendix will automatically terminate, and the parts of this Appendix that are meant to continue after it ends, such as those about intellectual property rights and disclaimers will remain in effect.

Professional Services Terms Appendix

This Professional Services Terms Appendix ("**Appendix**") is between Axon Enterprise, Inc., on behalf of itself and its affiliates ("**Axon**") and the customer named on the Quote ("**Customer**") and is made part of the Master Services and Purchasing Agreement (currently located at https://www.axon.com/sales-terms-and-conditions) or other negotiated agreement between Axon and Customer ("**Agreement**"). This Appendix, including the Agreement, governs Axon's provision of Professional Services to Customer. In the event of a conflict between the Agreement and this Appendix, this Appendix will apply to the extent of such conflict as applicable to the subject matter of this Appendix.

1. **Scope of Professional Services**. Axon, or its subcontractor(s), will provide Professional Services as specified in a Quote or as described in a mutually agreed upon statement of work ("SOW") or change order to the SOW ("Change Order"). "Professional Services" include professional services such as implementation, installation and integration services and training as described in the Quote, SOW or Change Order.
2. **Customer Cooperation**. Each party acknowledges that the successful and timely provision of Professional Services requires good faith and timely cooperation. Both parties will use commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the SOW or any Change Order. Customer acknowledges that its failure or delay to meet its obligations may impact Axon's ability to perform Professional

Services within the estimated time and cost. If a project is delayed or rendered impossible due to Customer's failure to fulfil its obligations, Axon reserves the right to issue invoices for Professional Services already delivered to Customer on the payment dates listed in the SOW irrespective of whether the project has been completed. Axon will use commercially reasonable efforts to integrate the interfaces specified in the Quote or SOW with the Solution. Customer agrees to reimburse Axon for any third-party charges incurred as a result of Customer's delays or requested changes beyond the scope of the SOW or Change Order.

3. **Warranties; Disclaimer**.
    a. Axon warrants that the Professional Services will be performed in a professional and workmanlike manner. As the sole remedy for breach of this warranty, Axon will re-perform or correct any materially defective Professional Services until they are no longer materially defective, in Axon's sole determination, free of additional charge, provided that (i) Customer promptly notifies Axon in writing within thirty (30) days of performance of such defective Professional Services and (ii) such defective Professional Services are not caused by, or the result of, Customer's acts or omissions or anyone acting on Customer's behalf.
    b. Customer warrants that it has all rights and authorizations necessary to provide any materials (including those owned by any third party) Customer provides to Axon in connection with the Professional Services, and to grant Axon the right to use them for the purposes of providing Professional Services.
    c. EXCEPT AS EXPRESSLY SET FORTH IN THIS APPENDIX, AXON MAKES NO WARRANTIES, CONDITIONS

OR REPRESENTATIONS FOR THE PROFESSIONAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **Intellectual Property**.
    a. Customer acknowledges and agrees that title to all portions of the Professional Services, deliverables, Axon's pre-existing materials, and all intellectual property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in Axon or Axon's licensors.
    b. Subject to Axon's receipt of full and final payment for the Professional Services, Axon grants to Customer a nonexclusive, non-transferable, irrevocable (unless Axon terminates the Agreement for Customer's uncured material breach), non-distributable/resaleable, non-sublicensable license for Customer to use any deliverables and preexisting materials provided to Customer by Axon for Customer's and Customer's affiliates' internal business purposes.

c. Customer acknowledges that Axon provides similar Professional Services to other third parties and Axon shall continue to be free to perform similar services for its other customers using Axon's general knowledge, skills, tools, routines, algorithms, programs and experience.

5. **Access Computer Systems to Perform Services.** Customer authorizes Axon's limited access to Customer's computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform

Professional Services. Axon agrees to comply with Customer's security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.

6. **Site Preparation**. Axon will provide a copy of current user documentation for the Axon Devices, Equipment or Axon

Cloud Services which includes required technical, environmental and operational specifications for the Professional

Services ("Implementation Requirements"). Before installation of the Axon Devices or implementation of Axon Cloud Services, Customer must prepare the location(s) where Axon Devices, Equipment or Axon Cloud Services are to be installed ("Installation Site") per the Implementation Requirements and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per any environmental specifications. Axon will provide any updates to the Documentation and Implementation Requirements to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.

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

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

9. **Utilization of Professional Services.** Unless otherwise set forth in a SOW, Customer must use Professional Services within six (6) months of the Effective Date of the applicable SOW.