

This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc. ("Axon"), and the the City of Forest Park, Georgia ("Customer"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("Effective Date"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes signed and accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. "Axon Cloud Services" means 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.
- 1.2. **"Axon Device"** means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "Quote" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Orders are subject to prior credit approval. Changes in the deployment estimated ship date that are not due to Axon's error may change charges in the Quote. Axon reserves the right to cancel any orders resulting from typographical errors.
- 1.4. "Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 2. <u>Term.</u> This Agreement begins on the Effective Date and shall terminate on December 31, 2025 ("Initial Term"). This Agreement shall automatically renew, with the same terms and conditions, for four(4) subsequent annual terms and after the last annual renewal, one additional six (6) month term which shall expire on June 30, 2030 ("Renewal Term" or "Renewal Terms") and with the exception that Customer wishes to add on new devices and services, unless either party sends signed written notice of non-renewal within ninety (90) calendar days prior to the end of the Renewal Term.
 - 2.1. 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").
- 3. Payment. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.
- 4. <u>Taxes</u>. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
- 5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any reasonable shipping charges in the Quote.
- <u>Returns</u>. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty.

7.1. Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer



- 7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. Spare Axon Devices. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
 - 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other express warranties not mentioned within this Agreement, Implied or statutory warranties. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
 - 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/salesterms-and-conditions.
- 7.7. Third-Party Software and Services. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

Title: Master Services and Purchasing Agreement between Axon and Customer



upon notice to the Customer.

- 8. Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9. **Axon Device Warnings**. Axon Device warnings can be found at: www.axon.com/legal.Thes documents are not incorporated into this Agreement and are for reference only.
- Design Changes. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
- 11. <u>Bundled Offerings</u>. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
- 12. <u>Insurance</u>. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon the Effective Date of this Agreement, Axon will supply certificates of insurance to the Customer.
- 13. <u>IP Rights</u>. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
- 14. IP Indemnification. Axon will indemnify Customer and Customer's officials, employees, agents, and representatives against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon
- 15. <u>Customer Responsibilities</u>. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or improper disposal of Axon Devices.

16. Termination.

- 16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer also has the right to terminate this Agreement for convenience, for any reason, by providing Axon thirty (30) days' signed written notice. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees for the applicable term incurred before the effective date of termination. Customer is not responsible for Service fees that accrue post termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the expiration of the Initial Term or the completion of all Renewal Terms, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non- appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

<u>Confidentiality</u>. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be

Title: Master Services and Purchasing Agreement between Axon and Customer



confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17. General.

- 17.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 17.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 17.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 17.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.5. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 17.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior signed written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 17.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11. **Notices**. All notices must be in English. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective upon receipt. Notices to both Parties shall be as follows:

If to Customer:

City of Forest Park, Georgia

Attn: City Manager

745 Forest Parkway

Forest Park, Georgia 30297

rclark@forestparkga.gov

With a copy to:

Denmark Ashby LLC

Attn: City Attorney

100 Hartsfield Centre Pkwy, Ste. 400

Atlanta, Georgia 30354

ewhigham@denmarkashby.com

If to Axon:

Axon Enterprise, Inc.

Attn: Legal

17800 North 85th Street Scottsdale. Arizona 8255

legal@axon.com

Title: Master Services and Purchasing Agreement between Axon and Customer



18.12 **Entire Agreement**. This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:	CUSTOMER:
Axon Enterprise, Inc.	City of Forest Park, Georgia
Signature:	Signature:
Name:	Name:
Title:	
	Title:
Date:	Date:

Title: Master Services and Purchasing Agreement between Axon and Customer



Axon Cloud Services Terms of Use Appendix

Definitions.

- a. "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.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. "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.
- d. "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.
- e. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 2. <u>Access</u>. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.
- 3. <u>Customer Owns Customer Content</u>. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. <u>Security</u>. 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.
- 5. <u>Customer Responsibilities</u>. 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.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. 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.
- 6. <u>Privacy</u>. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

Title: Master Services and Purchasing Agreement between Axon and Customer



screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 7. Axon Body 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.
- 8. <u>Storage</u>. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for 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.

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

- Location of Storage. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will
 determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will
 ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of
 Customer Content remains with Customer.
- 10. <u>Suspension</u>. 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 is currently (a) posing a security risk to Axon Cloud Services or any third-party; (b) adversely impacting Axon Cloud Services, the systems, or content of any other customer; (c) subjecting Axon, Axon's affiliates, or any third-party to liability; or (d) may be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
- 11. <u>Axon Cloud Services Warranty</u>. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
- 12. <u>TASER Data Science Program.</u> 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.

- 13. <u>Axon Records</u>. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. 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 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")

Title: Master Services and Purchasing Agreement between Axon and Customer



- b. 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.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
- 14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. 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;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. 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
 - h. 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.
- 15. <u>Draft One</u> Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
- 16. <u>After Termination</u>. Axon will not delete Customer Content for one hundred eighty days (180) following termination. Axon Cloud Services will not be functional during one hundred eighty (180) 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 the one hundred and eighty (180) 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.
- 17. **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.
- 18. <u>U.S. Government Rights</u>. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Title: Master Services and Purchasing Agreement between Axon and Customer



19. **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.

Title: Master Services and Purchasing Agreement between Axon and Customer



Axon Customer Experience Improvement Program Appendix

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. ACEIP Tier 1.

- 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
- 2.2. Expiration of ACEIP Tier 1. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
- 3. <u>ACEIP Tier 2</u>. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

Title: Master Services and Purchasing Agreement between Axon and Customer

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



Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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

Title: Master Services and Purchasing Agreement between Axon and Customer



Professional Services Appendix

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

- <u>Utilization of Services</u>. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to 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 agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. <u>Body-Worn Camera Starter Service (Axon Starter)</u>. 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)

Title: Master Services and Purchasing Agreement between Axon and Customer



- 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

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync
- **4.** <u>Body-Worn Camera Virtual 1-Day Service (Axon Virtual)</u>. 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 agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Customer
- For the CEW Starter Package: Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

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

Title: Master Services and Purchasing Agreement between Axon and Customer



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. <u>VR Services Package.</u> 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'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 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's 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. <u>Axon Air, Virtual Training.</u> 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. <u>Purchases of less than 50 SSA units:</u> Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
- 11. <u>Out of Scope Services</u>. Axon is responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- **12.** <u>Delivery of Services</u>. 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

Title: Master Services and Purchasing Agreement between Axon and Customer





personnel to Customer premises as work hours.

- 13. 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.
- 14. <u>Site Preparation</u>. 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
- 15. <u>Acceptance</u>. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer may sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer shall notify Axon in writing of the specific reasons for rejection within ten (10) business 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 ten (10) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
- 16. <u>Customer Network</u>. 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.

Title: Master Services and Purchasing Agreement between Axon and Customer





Technology Assurance Plan Appendix

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

- 1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
- 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. <u>TAP BWC Upgrade</u>. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
- 5. TAP Dock Upgrade. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
- 6. <u>Upgrade Delay</u>. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
- 7. <u>Upgrade Change</u>. 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 BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8. Return of Original Axon Device. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 9. <u>Termination</u>. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 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.

Title: Master Services and Purchasing Agreement between Axon and Customer



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "<u>Duty Cartridge Replenishment Plan</u>", 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. <u>Training</u>. 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. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. <u>Trade-in</u>. 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 pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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

- TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
- 6. <u>Access Rights</u>. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
- 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 Customer 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. <u>Apollo Grant (US only).</u> 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. <u>Termination</u>. 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. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, 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

Title: Master Services and Purchasing Agreement between Axon and Customer



termination.

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

Title: Master Services and Purchasing Agreement between Axon and Customer



Axon Fleet Appendix

If Axon Fleet 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 Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
- 2. <u>Cradlepoint</u>. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
- 3. <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4. Wireless Offload Server.
 - 4.1. **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.
 - 4.2. 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.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
- 5. Axon Vehicle Software.
 - 5.1. <u>License Grant</u>. 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.
 - 5.2. <u>Restrictions</u>. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Title: Master Services and Purchasing Agreement between Axon and Customer



- 6. <u>Acceptance Checklist</u>. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- 7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer shall return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 8. <u>Axon Fleet Termination</u>. Axon may terminate Customer's Fleet subscription for proven non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any proven missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Title: Master Services and Purchasing Agreement between Axon and Customer



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is 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.

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. <u>Configuration</u>. 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.
- Customer Responsibilities. When using API Service, Customer and its end users may 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 viruses, worms, defect, Trojan horses, malware, or any items 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.
- 5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is

Title: Master Services and Purchasing Agreement between Axon and Customer



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.
- 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. <u>API Updates</u>. 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.

Title: Master Services and Purchasing Agreement between Axon and Customer





Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

- 1. <u>General</u>. 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.
- 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. <u>Compliance</u>. 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

Title: Master Services and Purchasing Agreement between Axon and Customer



AXON CLOUD SERVICES PRIVACY NOTICE

Last Updated: February 1st, 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).

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

Title: Master Services and Purchasing Agreement between Axon and Customer

AXON

Master Services and Purchasing Agreement for Customer

"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

Title: Master Services and Purchasing Agreement between Axon and Customer



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

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 <u>Axon Evidence Maintenance Schedule</u>. 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.

Title: Master Services and Purchasing Agreement between Axon and Customer





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

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

Title: Master Services and Purchasing Agreement between Axon and Customer



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

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.

Title: Master Services and Purchasing Agreement between Axon and Customer



REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Rio de Janeiro, Brazil
			or
			Sao Paulo, Brazil & *Texas, United States
			*new customers will not be added to the Texas, United States datacenter
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland **new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas, Virginia & Oregon, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure and Amazon Web Services	Washington, Wyoming & Oregon, United States

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

Title: Master Services and Purchasing Agreement between Axon and Customer



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 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/.

Title: Master Services and Purchasing Agreement between Axon and Customer



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.

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

Title: Master Services and Purchasing Agreement between Axon and Customer



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 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

Title: Master Services and Purchasing Agreement between Axon and Customer



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

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 Title: Master Services and Purchasing Agreement between Axon and Customer



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

In some jurisdictions 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.

Title: Master Services and Purchasing Agreement between Axon and Customer



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

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

In Switzerland: the <u>Federal Data Protection and Information Commissioner</u> ("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.

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.

Title: Master Services and Purchasing Agreement between Axon and Customer



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.

Categories of Personal Information Collected

Categories of Personal Information	Examples
	Name, postal address, telephone number, unique personal identifier, online identifier,
in ormanor	Internet Protocol address,
	username, email address or other similar identifiers
	Records and history of products or services purchased or
Information	considered
	Interaction with our websites, applications, or advertisements
electronic network	
activity information	
Geolocation data	Approximate physical location (derived from an Internet Protocol address)
	Job title, employer name. Inferences drawn from the any of the
	above
information	
	Username, encrypted and hashed password
authentication	
credentials	

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.

Title: Master Services and Purchasing Agreement between Axon and Customer





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

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.

Title: Master Services and Purchasing Agreement between Axon and Customer



Master Services and Purchasing Agreement for Customer

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 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

Title: Master Services and Purchasing Agreement between Axon and Customer



Master Services and Purchasing Agreement for Customer

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

Title: Master Services and Purchasing Agreement between Axon and Customer





Axon Quote Appendix – See next page

Title: Master Services and Purchasing Agreement between Axon and Customer



Axon Enterprise, Inc. 17800 N 85th St.

Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-624602-45754.660DP

Issued: 04/07/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 113100

Payment Terms:

Delivery	Method:

SHIP TO	BILL TO
Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park, GA 30297-2666 USA	Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park GA 30297-2666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Brandon Criss Phone: (404) 366-4141 Email: bcriss@forestparkga.gov Fax: (404) 608-2371

Quote Summary

Program Length	60 Months
TOTAL COST	\$388,931.05
ESTIMATED TOTAL W/ TAX	\$388,931.05

Discount Summary

Average Savings Per Year	\$14,150.43
TOTAL SAVINGS	\$70,752.15

Page 1 Q-624602-45754.660DP

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$3,889.29	\$0.00	\$3,889.29
Jul 2025	\$35,003.80	\$0.00	\$35,003.80
Jul 2026	\$87,509.49	\$0.00	\$87,509.49
Jul 2027	\$87,509.49	\$0.00	\$87,509.49
Jul 2028	\$87,509.49	\$0.00	\$87,509.49
Jul 2029	\$87,509.49	\$0.00	\$87,509.49
Total	\$388,931.05	\$0.00	\$388,931.05

Page 2 Q-624602-45754.660DP

 Quote Unbundled Price:
 \$459,683.20

 Quote List Price:
 \$406,616.80

 Quote Subtotal:
 \$388,931.05

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									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	\$73.05	\$36.07	\$36.07	\$17,313.60	\$0.00	\$17,313.60
BWCamTAP	Body Worn Camera TAP Bundle	60	60	\$43.61	\$33.80	\$33.80	\$121,680.00	\$0.00	\$121,680.00
A la Carte Hardware									
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60			\$269.00	\$269.00	\$16,140.00	\$0.00	\$16,140.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$0.00	\$13,111.20
H00001	AB4 Camera Bundle	60			\$899.00	\$899.00	\$53,940.00	\$0.00	\$53,940.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	60		\$27.12	\$27.12	\$97,632.00	\$0.00	\$97,632.00
BasicLicense	Basic License Bundle	60	60		\$16.27	\$16.25	\$58,500.00	\$0.00	\$58,500.00
ProLicense	Pro License Bundle	7	60		\$43.40	\$1.46	\$614.25	\$0.00	\$614.25
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
Total							\$388,931.05	\$0.00	\$388,931.05

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	2	1	06/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	60	1	06/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	66	1	06/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	66	1	06/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	1	06/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	06/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	06/01/2025
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	1	06/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	12/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	62	1	12/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	06/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	62	1	06/01/2030

Softwar

Bundle	Item Description	QTY	Estimated Start Date	Estimated End Date
Page 3			Q-624602-4	5754.660DP

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	07/01/2025	06/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	60	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	07/01/2025	06/30/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	06/01/2026	06/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	60	06/01/2026	06/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	06/01/2026	06/30/2030

Page 4 Q-624602-45754.660DP

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	320 Cash Memorial Blvd	Forest Park	GA	30297-2666	USA

Payment Details

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$976.31	\$0.00	\$976.31
Annual Payment 1	BasicLicense	Basic License Bundle	60	\$585.00	\$0.00	\$585.00
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$173.14	\$0.00	\$173.14
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	60	\$1,216.79	\$0.00	\$1,216.79
Annual Payment 1	ProLicense	Pro License Bundle	7	\$6.14	\$0.00	\$6.14
Annual Payment 1A	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$161.40	\$0.00	\$161.40
Annual Payment 1A	85144	AXON BODY - PSO - STARTER	1	\$100.00	\$0.00	\$100.00
Annual Payment 1A	H00001	AB4 Camera Bundle	60	\$539.40	\$0.00	\$539.40
Annual Payment 1A	H00002	AB4 Multi Bay Dock Bundle	8	\$131.11	\$0.00	\$131.11
Total				\$3,889.29	\$0.00	\$3,889.29

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$1,452.60	\$0.00	\$1,452.60
Annual Payment 1B	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$8,786.88	\$0.00	\$8,786.88
Annual Payment 1B	85144	AXON BODY - PSO - STARTER	1	\$900.00	\$0.00	\$900.00
Annual Payment 1B	BasicLicense	Basic License Bundle	60	\$5,265.00	\$0.00	\$5,265.00
Annual Payment 1B	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$1,558.23	\$0.00	\$1,558.23
Annual Payment 1B	BWCamTAP	Body Worn Camera TAP Bundle	60	\$10,951.20	\$0.00	\$10,951.20
Annual Payment 1B	H00001	AB4 Camera Bundle	60	\$4,854.60	\$0.00	\$4,854.60
Annual Payment 1B	H00002	AB4 Multi Bay Dock Bundle	8	\$1,180.01	\$0.00	\$1,180.01
Annual Payment 1B	ProLicense	Pro License Bundle	7	\$55.28	\$0.00	\$55.28
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Total				\$35,003.80	\$0.00	\$35,003.80

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 2	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 2	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 2	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 2	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
Total				\$87,509.49	\$0.00	\$87,509.49

Page 5 Q-624602-45754.660DP

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 3	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 3	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 3	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 3	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
Total				\$87,509.49	\$0.00	\$87,509.49

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 4	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 4	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 4	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Annual Payment 4	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
Total				\$87,509.49	\$0.00	\$87,509.49

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60	\$21,967.21	\$0.00	\$21,967.21
Annual Payment 4	BasicLicense	Basic License Bundle	60	\$13,162.50	\$0.00	\$13,162.50
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,895.55	\$0.00	\$3,895.55
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	60	\$27,378.00	\$0.00	\$27,378.00
Annual Payment 4	ProLicense	Pro License Bundle	7	\$138.21	\$0.00	\$138.21
Annual Payment 5	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	60	\$3,631.50	\$0.00	\$3,631.50
Annual Payment 5	85144	AXON BODY - PSO - STARTER	1	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 5	H00001	AB4 Camera Bundle	60	\$12,136.50	\$0.00	\$12,136.50
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	8	\$2,950.02	\$0.00	\$2,950.02
Total				\$87,509.49	\$0.00	\$87,509.49

Page 6 Q-624602-45754.660DP

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement.

Page 7 Q-624602-45754.660DP



Page 8 Q-624602-45754.660DP



Axon Enterprise, Inc. 17800 N 85th St.

Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-624606-45754.655DP

Issued: 04/07/2025 Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 113100

Payment Terms: Delivery Method:

SHIP TO	BILL TO
Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park, GA 30297-2666 USA	Forest Park Police Department - GA 320 Cash Memorial Blvd Forest Park GA 30297-2666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Brandon Criss Phone: (404) 366-4141 Email: bcriss@forestparkga.gov Fax: (404) 608-2371

Quote Summary

Program Length	60 Months
TOTAL COST	\$580,140.00
ESTIMATED TOTAL W/ TAX	\$580,140.00

Discount Summary

Average Savings Per Year	\$12,420.00
TOTAL SAVINGS	\$62,100.00

Page 1 Q-624606-45754.655DP

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$5,801.40	\$0.00	\$5,801.40
Jul 2025	\$52,212.60	\$0.00	\$52,212.60
Jul 2026	\$130,531.50	\$0.00	\$130,531.50
Jul 2027	\$130,531.50	\$0.00	\$130,531.50
Jul 2028	\$130,531.50	\$0.00	\$130,531.50
Jul 2029	\$130,531.50	\$0.00	\$130,531.50
Total	\$580,140.00	\$0.00	\$580,140.00

Page 2 Q-624606-45754.655DP

 Quote Unbundled Price:
 \$642,240.00

 Quote List Price:
 \$600,552.00

 Quote Subtotal:
 \$580,140.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	60	60	\$178.40	\$166.82	\$161.15	\$580,140.00	\$0.00	\$580,140.00
Total							\$580,140.00	\$0.00	\$580,140.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	60	1	06/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	60	1	06/01/2025
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	60	1	06/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	60	1	06/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	06/01/2025
Fleet 3 Basic	72049	AXON FLEET 3 - SIM INSERTION - TMO	60	1	06/01/2025

Software

0011110110					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	60	07/01/2025	06/30/2030
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	120	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	60

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	60	06/01/2026	06/30/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	60	06/01/2026	06/30/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	06/01/2026	06/30/2030

Page 3 Q-624606-45754.655DP

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	320 Cash Memorial Blvd	Forest Park	GA	30297-2666	USA

Payment Details

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y1	Fleet3B	Fleet 3 Basic	60	\$5,801.40	\$0.00	\$5,801.40
Total				\$5,801.40	\$0.00	\$5,801.40
Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y1B	Fleet3B	Fleet 3 Basic	60	\$52,212.60	\$0.00	\$52,212.60
Total				\$52,212.60	\$0.00	\$52,212.60
Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y2	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
Total				\$130,531.50	\$0.00	\$130,531.50
Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y3	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
Total				\$130,531.50	\$0.00	\$130,531.50
Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y4	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
Total				\$130,531.50	\$0.00	\$130,531.50
Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Y5	Fleet3B	Fleet 3 Basic	60	\$130,531.50	\$0.00	\$130,531.50
Total				\$130,531.50	\$0.00	\$130,531.50

Page 4 Q-624606-45754.655DP

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing. Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. Cradlepoint Terms and Conditions: By accepting this 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 this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no

Page 5 Q-624606-45754.655DP

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.



Page 6 Q-624606-45754.655DP





Device Warnings

Title: Master Services and Purchasing Agreement between Axon and Customer Department: Legal Version: 22

Release Date: 8/2/2024

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.

- 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.
- 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.
- 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.

AXON

February 4, 2025 Page 1 of 4

- **Headset Adjustment**. To reduce the risk of discomfort, follow the Headset manufacturer's instructions for proper fit.
- **Motion Sickness**. To reduce motion sickness, cease training and sit down to rest if you experience any symptoms.
- **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.
- **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

AAXON

February 4, 2025

! 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.
- 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.



! 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.

▲, ▲AXON, Axon, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



February 4, 2025 Page 4 of 4





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:

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.

September 20, 2022 Page: 1 of 8
M26, X2, X26E, X26P, TASER, TASER 7 TASER 10, and • are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. All rights reserved.

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.





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 runnina:
- 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.

MARNING 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.

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.





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.

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.

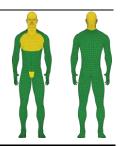
Cardiac capture may be more likely in children and thin adults because the heart is usually closer to the skin surface, and closer to the energy weapon probes if deployed near the heart (dart-to-heart distance). Serious complications could also arise in those with impaired heart function or with an implanted cardiac pacemaker or defibrillator.

To reduce the risk of injury:





- 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.

September 20, 2022 Page: 4 of 8





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.

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.

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.

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.

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).





Know your model and how it works.

MARNING In stressful or noisy circumstances, the APPM, TASER 7 and TASER 10 audible warnings may not be heard.

EXAMPLINGDifference 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

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,





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.

<u>(WARNING)</u> 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

<u>WARNING</u> 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

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:

- 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.

September 20, 2022
Page: 7 of 8





- 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

MARNING

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

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 **April 12, 2023**, 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.

April 12, 2023 Page 1 of 8



! 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.**

MARNING! 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.

April 12, 2023 Page 2 of 8



- 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.

April 12, 2023 Page 3 of 8



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.

April 12, 2023 Page 4 of 8



- **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.

April 12, 2023 Page 5 of 8



! 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.

April 12, 2023 Page 6 of 8



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

April 12, 2023 Page 7 of 8



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.

▲, ▲ AXON, AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.



April 12, 2023 Page 8 of 8