

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of October 22, 2024 ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties 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. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

## 2. **Term.** This Agreement begins on the Effective Date and continues until all Subscription Terms have expired or have been terminated ("**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**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew for additional periods ("**Renewal Term**") as mutually agreed the Parties in a writing signed by an authorized representative of each Party. For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

## 3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due Net 60 days from the invoice date, with no interest or late payment penalties. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable.

### 3.1 **Fiscal Provisions.**

- 3.1.1 The maximum amount of payment under the Agreement shall not exceed \$0. The consideration to be paid to Axon, as provided herein, shall be in full payment for all Axon's services and expenses incurred in the performance hereof, including travel and per diem.
- 3.1.2 Axon shall provide County itemized annual invoices, in a format acceptable to the Customer for services performed under the Agreement, based on the rates listed in Attachment A - Quote No. Q-615076-45555.821BR, within thirty (30) days prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Invoices shall be issued with corresponding Purchase Order and/or Contract number stated. Customer reserves the right to audit invoices submitted by Axon. Customer shall make payment to Axon within sixty (60) days after receipt of invoice or the resolution of any billing dispute. All invoices shall be sent to the Customer via one of the following methods:

- Email invoices to: [BOFA-ACCOUNTSPAYABLE@SBCSD.ORG](mailto:BOFA-ACCOUNTSPAYABLE@SBCSD.ORG)
- Mail invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable  
655 East Third Street  
San Bernardino, CA 92415

- 3.1.3 Axon shall accept all payments from Customer via electronic funds transfer (EFT) directly deposited into Axon's designated checking or other bank account. Axon shall promptly comply with directions and accurately complete forms provided by Customer required to process EFT payments.
- 3.1.4 Costs for services under the terms of the Agreement shall be incurred during the Agreement period except as approved by the Customer. Axon shall not use current year funds to pay prior or future year obligations.
- 3.1.5 Funds made available under the Agreement shall not supplant any federal, state or any governmental funds intended for services of the same nature as the Agreement. Axon shall not claim reimbursement of payment from the Customer for, or apply sums received from Customer with respect to that portion of its obligations that have been paid by another source of revenue. Axon agrees that it will not use funds received pursuant to the Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the Customer.
4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate. Customer is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Axon or on any taxes levied on employee wages. Customer shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the Customer pursuant to the agreement.
5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination (Incoterms 2020) via common carrier. Customer is responsible for any shipping charges in the Quote.
6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law, unless agreed upon in writing by both Parties.
7. **Warranty.**
- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for the life of the contract, excluding normal wear and tear, 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.
- 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 or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) 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 under Section 5. 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 warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties**

are limited to the duration of the warranty described above and by the provisions in this Agreement.

- 7.5.2. **Except for claims arising under Axon's indemnification intellectual property obligations or from Axon's gross negligence, willful misconduct or violation of law, 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 two times the amount paid to Axon in 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/sales-terms-and-conditions](http://www.axon.com/sales-terms-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](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible 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.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon shall maintain insurance as stated in Indemnification and Insurance Appendix, as attached hereto and incorporated herein. Axon shall supply certificates of insurance to Customer upon Contract execution.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** The Indemnification and Insurance Appendix, as attached hereto, is hereby incorporated, as though fully set forth herein. .
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or 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 at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on

the effective date of termination.

- 16.2. **By Customer.** The Customer reserves the right to terminate the Agreement for convenience with thirty (30) days' written notice.
- 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. Except for termination by Customer under either Section 16.1 or 16.2, if Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. In addition, if Customer terminates under either Section 16.1 or 16.2, 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.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). 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. Notwithstanding the foregoing, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (c) is received from a third party without breach of any obligation owed to the disclosing party, or (d) was independently developed by the receiving party. If the receiving party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the disclosing party, it will, to the extent legally permissible, promptly notify the disclosing party and, if requested by the disclosing party, tender to the disclosing party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving party will be entitled to comply with the request to the extent permitted by law.
18. **General.**
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **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.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **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.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets, provided that advance notice is given to the Customer. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **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.
- 18.9. **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.

- 18.10. **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.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to San Bernardino County, Attn: Sheriff/Coroner/Public Administrator – Contracts & Procurement, 655 East Third Street, San Bernardino, CA 92415. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 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.
- 18.13 **Customer Representative.** The Sheriff/Coroner/Public Administrator, or designee, shall represent the Customer in all matters pertaining to the services to be rendered under the Agreement, including termination and assignment of the Agreement, and shall be the final authority in all matters pertaining to the services/scope of work by Axon. If the Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Agreement.
- 18.14 **Agreement Exclusivity.** This is not an exclusive Agreement. Customer reserves the right to enter into an Agreement with other contractors for the same or similar services.
- 18.15 **Background Checks for Axon Personnel.** Axon shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide services to the Customer; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the Customer and not in violation of applicable law, Axon shall conduct a background check, at Axon's sole expense, on all its personnel provision services. Such background check shall be in the form generally used by Axon in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Axon personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or provide services, and Customer shall have the right, at its sole option, to refuse access to any Axon personnel to any Customer facility.
- 18.16 **Campaign Contribution Disclosure (SB 1439).** Axon has disclosed to Customer using FORM - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer, including Sheriff/Coroner/Public Administrator, within the earlier of: (1) the date of the submission of Axon's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Axon acknowledges that under California Government Code section 84308, Axon is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer, including Sheriff/Coroner/Public Administrator, for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Axon will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer, including Sheriff/Coroner/Public Administrator, within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Axon or by a parent, subsidiary or otherwise related business entity of Axon.
- 18.17 **Electronic Signatures.** This Agreement, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



## Master Services and Purchasing Agreement

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:**

**Axon Enterprise, Inc.**

**CUSTOMER:**

**San Bernardino County Sheriff/Coroner/Public Administrator**

Signature: \_\_\_\_\_

Name: Robert Driscoll \_\_\_\_\_

Title: Vice-President \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Dawn Rowe \_\_\_\_\_

Title: Chair, Board of Supervisors \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

1. 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 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. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - e. "**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.
  - f. "**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. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
  - 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. 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.

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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy> and incorporated herein by reference (the "Cloud Services Privacy Policy"). In the event this Agreement and the Cloud Services Privacy Policy contain terms or conditions that conflict, this Agreement shall control. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Intentionally omitted.**
8. **Storage.** 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.
9. **Intentionally omitted.**
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. 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.
15. 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.**
16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto: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.
17. **Intentionally omitted.**
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
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- 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.

19. **Intentionally omitted.**

20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **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.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **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.



Professional Services Appendix

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

- 1. Utilization of Services. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. CEW Services Packages. CEW Services Packages are detailed below:

Table with 1 column and 8 rows detailing CEW Services Packages. Rows include: System set up and configuration, Dedicated Project Manager, Best practice implementation planning session to include, System Admin and troubleshooting training sessions, Axon Evidence Instructor training, TASER CEW inspection and device assignment, Post go-live review, and Smart Weapon Transition Service.

- 3. Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Table with 1 column and 2 rows detailing Smart Weapon Transition Service. Rows include: Archival of CEW Firing Logs and Return of Old Weapons.

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

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



**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

**Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon'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

5. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
6. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except Customer observed holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
7. **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.
8. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
9. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
10. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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**Technology Assurance Plan Appendix**

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.
2. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
3. **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. This does not include return of Virtual Reality devices and associated hardware.
4. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than sixty (60) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 4.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 4.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 4.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

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

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. 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. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will 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.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. 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. Access Rights. 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 during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than sixty (60) days past due, Axon may terminate Customer’s TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating



## Master Services and Purchasing Agreement for Customer

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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 termination.



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

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

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



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## Axon Application Programming Interface Appendix

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

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its end users 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 considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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

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## Indemnification and Insurance Appendix

1. **Indemnification.** Axon will indemnify, defend, and hold harmless Customer and its officers, employees, agents, and volunteers “Customer Indemnitee”, from any and all third part claims against a Customer Indemnitee, costs (including without limitation reasonable attorneys’ fees) resulting from any negligent act, omission or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the Customer or claims that fall under Workers Compensation coverage, and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify Axon promptly of such lawsuit, claim or election. However, Customer’s failure to provide or delay in providing such notice will relieve Axon of its obligations only if and to the extent that such delay or failure materially prejudices Axon’s ability to defend such lawsuit or claim. Customer will give Axon sole control of the defense and settlement of such claim; provided that Axon may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the goods or services that are the subject of the claim. In the even that Axon fails to, or elects not to, defend Customer against any claim for which Customer is entitled to indemnity by Axon, the Axon shall reimburse Customer for all reasonable attorneys’ fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Axon. This shall not apply to any judgement or settlement amount, which amounts Customer shall be entitled to notify, invoice, or debit Axon’s account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in Axon’s opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Axon may, at its option: (i) procure for Customer the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Axon, Customer shall cease use of the goods or services upon written notice from Axon, and Axon shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Axon for such goods or services.

This indemnification provision shall apply regardless of the existence or degree of fault of Customer Indemnitees. Axon’s indemnification obligation not apply to the Customer’s “sole negligence” or “will misconduct” within the meaning of Civil Code section 2782.

2. **Additional Insured.** All Axon policies, except for Worker’s Compensation, Errors and Omissions, and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents, and volunteers as additional names insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Axon shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Axon and Axon’s employees or agents from waiving the right of subrogation prior to a loss or claim. Axon hereby waives all rights of subrogation against the Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
5. **Severability of Interests.** Axon agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Axon and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Axon shall furnish Certificates of Insurance to the Customer evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Customer, and Axon shall maintain such insurance from the time Axon commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, Axon shall furnish a copy of the Declaration page for all applicable policies and shall provide complete certified copies of the certificates of insurance and endorsements immediately upon request.



## Master Services and Purchasing Agreement for Customer

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7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Customer's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating a "A-VII."
  8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$1,000,000 shall be declared to Customer's Risk Management.
  9. **Failure to Procure Coverage.** In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has right, but not the obligation or duty, to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by Axon or Customer payments to Axon will be reduced to pay for Customer purchased insurance.
  10. **Insurance Review.** Insurance requirements are subject to periodic review by the Customer. The Customer's Director of Risk Management, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirement whenever Customer's Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Customer's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Customer's Director of Risk Management, or designee, is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Customer, inflation, or any other item reasonably related to the Customer's risk and Axon has had the opportunity to review any revised limits or coverages. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. Axon agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver or any rights on the part of the Customer.
  11. **Types and Limits.** Axon agrees to provide insurance set forth in accordance with the requirements herein. If Axon uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Axon agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, Axon shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
    - 11.1 **Workers' Compensation/Employer's Liability.** A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Axon and all risks to such persons under the Agreement. If Axon has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
    - 11.2 **Commercial/General Liability Insurance.** Axon shall carry General Liability Insurance covering all operations performed by or on behalf of Axon providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
      - a. Premises operations and mobile equipment.
      - b. Products and completed operations.
      - c. Broad form property damage (including completed operations).
      - d. Explosion, collapse, and underground hazards.
      - e. Personal injury.
      - f. Contractual liability.
      - g. \$2,000,000 general aggregate limit.
    - 11.3 **Automobile Liability Insurance.** Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Axon is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Axon owns no autos, a non-owned auto endorsement to the
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General Liability policy described above is acceptable.

- 11.4 **Cyber Liability Insurance.** Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.
- 11.5 **Umbrella Liability Insurance.** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- 11.6 **Professional Liability.** Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance.** Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

Or

**Directors and Officers Insurance.** Coverage with limits of not less than one million (\$1,000,000) shall be required for Agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the Customer.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.



**Axon VR Privacy Policy**

**PRIVACY POLICY**

[Axon Virtual Reality Privacy Policy](#)

*Last updated: February 22, 2022*

This Axon Virtual Reality Privacy Policy (“Policy”) applies only to the information that Axon Enterprise, Inc. (“Axon”) collects and you or your employer (collectively, “Customer”) provide to Axon in connection with Customer’s use of Axon Virtual Reality (as defined below).

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

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer (“Agreement”). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy 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 and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

By using Axon Virtual Reality Services, Customer acknowledges that Customer has read and understands this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer’s continued use of Axon Virtual Reality will signify Customer’s agreement and acceptance to any such changes.

**THE DEFINITIONS**

- **“Axon Academy”** means Axon’s Customer learning management system on [absorblms.com](https://absorblms.com), and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.
- **“Axon Cloud Services”** means Axon’s web services hosted on [evidence.com](https://evidence.com) including Axon Evidence, Axon Records, and Axon Dispatch, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- **“Axon Online Support Platforms”** means Axon Academy and MyAxon.
- **“Axon Virtual Reality”** means Axon’s virtual reality services and virtual reality devices and virtual reality client applications and other related offerings, including, without limitation, interactions between Axon Virtual Reality and Axon Products.
- **“Axon Support Materials”** means material(s) or content(s) made available by Axon to Customer within Axon Virtual Reality.
- **“Virtual Reality Customer Content”** means data uploaded into, ingested by, or created in Axon Virtual Reality within Customer’s tenant, including training materials, media or multimedia uploaded into Axon Virtual Reality by Customer. Virtual Reality Customer Content excludes Virtual Reality Non-Content Data.

- **“Virtual Reality Non-Content Data”** means data, configuration, and usage information about Customer’s Axon Virtual Reality tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Virtual Reality Services. Virtual Reality Non-Content Data includes data about users captured during account management and customer support activities. Virtual Reality Non-Content Data does not include Virtual Reality Customer Content.

For purposes of clarity: Virtual Reality Customer Content does not include Virtual Reality Non-Content Data and Virtual Reality Non-Content Data does not include Virtual Reality Customer Content.

- **“Axon Products”** means:  
(1) Axon Cloud Services; (2) Axon Virtual Reality; (3) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, “Axon Devices”); (4) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, “Axon Client Applications”); and (5) ancillary hardware, equipment, software, services, Axon Online Support Platforms, 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](https://my.evidence.com) services.
- **“Axon Support Materials”** means material(s) or content(s) made available by Axon to Customer within Axon Virtual Reality.
- **“Data Controller”** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **“Data Processor”** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **“Data Exporter”** means the Data Controller who transfers the Personal Data.
- **“Data Importer”** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter’s behalf after the transfer in accordance with the Agreement and who is not subject to a third country’s system ensuring adequate protection within the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament (“GDPR”)
- **“MyAxon”** means Axon’s Customer support portal hosted on [salesforce.com](https://salesforce.com) and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.
- **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Processing”** means any operation or set of operations which is performed on or sets of Personal Data, Virtual Reality Customer Content, Virtual Reality Non-Content Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

## AXON'S ROLE

Axon is a Data Processor of Virtual Reality Customer Content. Customer controls and owns all rights, title, and interest in and to Virtual Reality Customer Content and Axon obtains no rights to Virtual Reality Customer Content. Customer is responsible for the uploading, sharing, withdrawal, management, and deletion of Virtual Reality Customer Content. Customer grants Axon limited access to Virtual Reality Customer Content solely to provide and support Axon Virtual Reality, respectively, to and for Customer and Customer's end-users. Customer represents and warrants to Axon that, where applicable: (1) Customer owns Virtual Reality Customer Content; (2) and Virtual Reality Customer Content, and Customer's end-users' use of Virtual Reality Customer Content, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Virtual Reality Non-Content Data. Axon is a Data Controller for Virtual Reality Non-Content Data. Axon collects, controls, and processes Virtual Reality Non-Content Data to provide Axon Virtual Reality Services, respectively, and to support the overall delivery of Axon Products including business, operational, and security purposes. With Virtual Reality Non-Content Data, Axon may analyze, and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

## DATA COLLECTION AND PROCESSING ACTIVITIES

### Virtual Reality Customer Content

Axon will only use Virtual Reality Customer Content to provide Customer Axon Virtual Reality. Axon will not use Virtual Reality Customer Content for any advertising or similar commercial purposes. Axon periodically upgrades or changes Axon Virtual Reality to provide customers with new features and enhancements. Changes to Axon Virtual Reality may increase the capabilities of the service and ways in which Virtual Reality Customer Content can be processed.

### Virtual Reality Non-Content Data

Virtual Reality Non-Content Data includes data, configuration, and usage information about customer's Axon Virtual Reality tenant, interactions between Axon Virtual Reality and other Axon Products, and users that is transmitted or generated when using Axon Virtual Reality. Virtual Reality Non-Content Data includes the following:

- **Customer Entity and User Data.** Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Virtual Reality tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Virtual Reality, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products including, without limitation, Axon Virtual Reality or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Virtual Reality, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers. Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.



- **Customer Entity and User Service Interaction Data.** Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Virtual Reality; and, where applicable, Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products or provide enhanced functionality and features.
- **Service Operations and Security Data.** Axon uses Service Operations and Security Data to provide service operations and monitoring.
- **Account Data.** Axon uses Account Data to provide Axon Virtual Reality, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.
- **Support Data.** Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Virtual Reality Customer Content to Axon in a support scenario, Virtual Reality Customer Content will be treated as Support Data but will only be used for resolving support incidents. Axon may provide support through phone, email, or online chat. Phone conversations, and online chat sessions with Axon support professionals may be recorded and/or monitored.

For customers using Axon Academy and MyAxon to store their VR session After Action Report: Axon may use "impersonation" to temporarily navigate a Customer's Axon Academy and MyAxon tenant to view data in order to resolve a support incident ("Impersonation"). This only applies to customers who choose to export their VR Session After Action report and store it in Axon Academy and MyAxon. Axon is unable to access the Video Replay of a VR session via Impersonation.

### INTERNATIONAL TRANSFERS + SERVER AND DATA LOCATION

Axon has its headquarters in the United States. All Virtual Reality Customer Content and Virtual Reality Non-Content Data pursuant to this Privacy Policy will be processed in the United States. Virtual Reality Customer Content and Virtual Reality Non-Content Data may also be transferred to other Axon companies, branches, and service providers, including outside the UK, EEA, and Switzerland, and will be stored and processed manually and electronically through global systems and tools for the purposes described in the above section "Data Collection and Processing Activities." Axon has appropriate safeguards in place to protect Virtual Reality Customer Content and Virtual Reality Non-Content Data. Customer acknowledges that Processing, including storage of Virtual Reality Customer Content and Virtual Reality Non-Content Data will be in the United States.

International transfers of Personal Data collected in the UK, EEA and Switzerland is governed, where applicable, by the Standard Contractual Clause or another appropriate safeguard.

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

### INFORMATION SHARING

Information about Axon Customers is an integral part of our business. Axon neither rents nor sells Virtual Reality Customer Content and Virtual Reality Non-Content Data to anyone. Axon may transfer Virtual Reality Customer Content and Virtual Reality Non-Content Data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Virtual Reality as described in the "Data Collection and Processing Activities" section of this Policy.



### AXON SUB-PROCESSORS

Axon may hire Sub-processors to provide or enhance Axon Virtual Reality on its behalf. Axon will only permit any such Sub-processors to obtain Virtual Reality Customer Content from Axon Virtual Reality, respectively, to deliver services to Axon and will be prohibited from using this data for any other purpose. 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 Virtual Reality Customer Content.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

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

### REQUIRED DISCLOSURES

Axon will not disclose Virtual Reality Customer Content except as compelled by a court or administrative body or required by any law or regulation. Unless prohibited by law, Axon will notify Customer if any disclosure request is received for Virtual Reality Customer Content so Customer may file an objection with the court or administrative body.

### CUSTOMER'S ACCESS AND CHOICE

#### Virtual Reality Customer Content

Customer can access Customer's tenant to manage Virtual Reality Customer Content.

#### Virtual Reality Non-Content Data

Within the scope of Axon's authorization to do so, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Virtual Reality, Customer desires to update Personal Data Customer has shared with us, change their mind about sharing Personal Data with us, desire to cancel their Customer account, or request that Axon delete or no longer use provided Personal Data to provide Customer services, please contact us at [privacy@axon.com](mailto:privacy@axon.com). We will retain and use Personal Data for as long as needed to provide Customer services, comply with our legal obligations, resolve disputes, and enforce our agreements.

### DATA SECURITY MEASURES

Axon is committed to help protect the security of Virtual Reality Customer Content and Virtual Reality Non-Content 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 Virtual Reality Customer Content and Virtual Reality 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.

### **AUTOMATED DECISION-MAKING**

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

### **IF CUSTOMER CHOOSES NOT TO PROVIDE PERSONAL DATA**

Customers are under no statutory or contractual obligation to provide Personal Data to Axon. However, if Customer fails to provide Personal Data when requested, which is necessary for us to provide a product or service to them, we may not be able to complete Customer's request. For example, without Customer name or email, we will not be able to register them for an Axon Virtual Reality account.

### **CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

Axon takes seriously its obligations under the Children's Online Privacy Protection Act concerning the collection of data from individuals under the age of 13. Axon Virtual Reality are not directed at children, as Axon requests that children under the age of 13 not provide data through Axon Virtual Reality.

### **HOW TO CONTACT US**

Axon commits to resolve complaints about Customer privacy and use of Axon Virtual Reality. Complaints surrounding this Policy can be directed to Customer's local Axon representative or [privacy@axon.com](mailto:privacy@axon.com). If Customer has any questions or concerns regarding privacy and security of Virtual Reality Customer Content and Virtual Reality Non-Content Data or Axon's handling of Customer's Personal Data, please contact [privacy@axon.com](mailto:privacy@axon.com).

If Customer is an UK, EU, or Swiss resident and we are unable to satisfactorily resolve any complaint relating to Personal Data, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact, respectively, the UK Information Commissioners Office (UK ICO), or the relevant [EU Data Protection Authorities \(DPAs\)](#), or the [Swiss Federal Data Protection and Information Commissioner \(FDPIC\)](#).



**Axon Cloud Services Privacy Policy**

**AXON CLOUD SERVICES PRIVACY POLICY**

Last Updated: April 1, 2024

*This Axon Cloud Services Privacy Policy (“**Policy**”) applies only to the information that Axon Enterprise, Inc. (“**Axon**”) collects and you or your employer (collectively, “**Customer**”) provide to Axon in connection with Customer’s use of Axon Cloud Services (as defined below). Axon’s marketing sites and other public websites are governed by the [Axon Privacy Policy](#). Usage of Axon Citizen is governed by the [Axon Citizen Privacy Policy](#).*

Unless otherwise provided in this Policy, this Policy 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 Policy 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 and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

**By using Axon Cloud Services, Customer acknowledges that Customer has read and understands this Policy.** Axon may occasionally update this Policy. 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 and acceptance to any such changes.

**Definitions**

- “**Axon Cloud Services**” means Axon’s web services hosted on [evidence.com](#) including Axon Evidence, Axon Records, and Axon Dispatch, 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.
- “**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 and users;
    - (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.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **“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 any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **“Sub-processor”** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

### Axon's Role

Axon is a Data Processor of Customer Content. Customer is a Data Controller and controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer’s end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer’s end-users’ use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations. Axon is not responsible for Customer’s privacy practices as a Data Controller. You should consult the Privacy Policy of the relevant customer to review these.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the



overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller.

### Data Collection Purposes and Processing Activities

#### **CUSTOMER CONTENT**

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the [Axon Evidence Maintenance Schedule](#). Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

#### **NON-CONTENT DATA**

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

#### **Customer Entity And User Data**

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. 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 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 uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

#### **Service Operations and Security Data**

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

#### **Account Data**

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer.



### Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored for efforts such as training, future support, and evidentiary purposes.

### International Data Transfers

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

Axon complies 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.

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). 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. Under certain circumstances, you may also have the right to invoke binding arbitration. Axon maintains contracts with third parties with whom it shares Personal Data restricting their access, use and disclosure of Personal Data in compliance with Axon's obligations under the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, including the onward transfer provisions. Axon may be liable if we fail to meet those obligations.

If there is any conflict between the terms in this Policy 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/>.

We will not rely on the Swiss-US Data Privacy Framework until it enters into force, but we adhere to its required commitments in anticipation of it doing so. The Standard Contractual Clauses (SCC) issued by the European Commission shall apply for international transfers of Personal Data from Switzerland in the meantime. 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 SCCs).

For more information about the international transfer of Personal Data by Axon, please contact [privacy@axon.com](mailto:privacy@axon.com).

Server and Data Location

**CUSTOMER CONTENT**

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

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 & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland <i>*new customers will not be added to this region</i>
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	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	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services 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 is located in the United States and may be located in Customer's selected economic area for Customer Content.

### **Information Sharing**

Axon may share data with its subsidiaries, 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. geolocation services, product development, and error analytics, (3) customer service and support, and (4) security monitoring and investigation.

In addition, Axon shares data with Axon's sub-processors as described in the "Axon Sub-Processors" section below.

For more information about sharing of Personal Data by Axon, please contact [privacy@axon.com](mailto:privacy@axon.com).

### **Axon Sub-Processors**

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

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

Axon maintains an up-to-date list of the names and locations of all Sub-processors for Customer Content [here](#).

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.

### **TELECOMMUNICATION SUB-PROCESSORS**

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to

the cellular subscription. Personal Data of Customer is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below are the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage Customers Axon Body 3 cellular registration.

REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

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](#)

[Required Disclosures](#)

Axon will not disclose Customer Content 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.

[Customer's Access and Choice](#)

**Customer Content**

Customer can access Customer's tenant to manage Customer Content.

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.

## **Non-Content Data**

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at [privacy@axon.com](mailto:privacy@axon.com).

If you are in the European Economic Area, (“**EEA**”), United Kingdom or Switzerland, you can consult Your Rights [here](#).

Certain data processing can be adjusted by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications.

## **Data Security Measures**

Axon is committed to help 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.

## **CONFIDENTIALITY**

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

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

## **INTEGRITY**

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

## **AVAILABILITY**

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

## **ISOLATION**

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared



data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

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

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

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

### **PERSONNEL**

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

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

### Data Breach

### **NOTIFICATION**

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities (where required) and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the [Axon Cloud Services Security Incident Handling and Response Statement](#).

### 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 access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not

incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may 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 Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

### Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content Data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. We will retain Non-Content Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

### Evidence Retention

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. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

### Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may [review the certificate](#).

### Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy as stated in Indemnification and Insurance Appendix, and supply to Customer upon the execution of the Agreement.

### How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or [privacy@axon.com](mailto:privacy@axon.com). If Customer has any questions or



## Master Services and Purchasing Agreement for Customer

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concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data, please contact [privacy@axon.com](mailto:privacy@axon.com).

If Customer is an European Union citizen, an United Kingdom citizen, or a citizen of Switzerland and we are unable to satisfactorily resolve any complaint or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant [European Union Data Protection Authorities \(DPAs\)](#), [United Kingdom Information Commissioners Office \(ICO\)](#), or the [Switzerland Federal Data Protection and Information Commissioner \(FDPIC\)](#).

# ATTACHMENT A



**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-615076-45555.821BR

Issued: 09/20/2024



Quote Expiration: 09/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 105469

Payment Terms: N60

Delivery Method:

SHIP TO	BILL TO
San Bernardino County Sheriff's Dept. 18000 Institution Rd San Bernardino, CA 92407-1864 USA	San Bernardino County Sheriff's Dept. - CA Attn: C/O - Accounts Payable 268 W. Hospitality Ln, 4th Floor SAN BERNARDINO CA 92415-0018 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Jerred Besheer Phone: 909-677-7484 Email: jbesheer@sbcscd.org Fax:

## Quote Summary

Program Length	3 Months
<b>TOTAL COST</b>	\$0.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$0.00

## Discount Summary

Average Savings Per Year	\$122,400.00
<b>TOTAL SAVINGS</b>	\$30,600.00

### Payment Summary

Date	Subtotal	Tax	Total
Total	0	0	0



Quote Unbundled Price:	\$30,600.00
Quote List Price:	\$30,600.00
Quote Subtotal:	\$0.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
BasicLicense	Basic License Bundle	680	3		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Delivery Schedule**

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	680	10/01/2024	12/31/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	680	10/01/2024	12/31/2024

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	18000 Institution Rd	San Bernardino	CA	92407-1864	USA

## Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BasicLicense	Basic License Bundle	680	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote governed by the terms and condition of the Master Services and Purchasing Agreement between San Bernardino County and Axon Enterprise, Inc. dated October 22, 2024, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

The binding nature of this quote is contingent upon the subsequent booking of Q-600844 in tandem with this quote.

Dawn Rowe, Chair, Board of Supervisors

Signature

\_\_\_\_\_

Date Signed

9/20/2024





## FORM Campaign Contribution Disclosure (Senate Bill 1439)

### **DEFINITIONS**

**Actively supporting the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: **Axon Enterprise, Inc.**

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes  If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.      Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_ Name of Contributor: \_\_\_\_\_  
 Date(s) of Contribution(s): \_\_\_\_\_  
 Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Robert Driscoll

Axon Enterprise, Inc.

Print Name

Print Entity Name, if applicable