

**EARLY ACCESS
TERMS AND CONDITIONS**

These terms and conditions, as well as those in the Quote (collectively, the "Terms") are between Axon Enterprise, Inc., on behalf of itself and its affiliates ("Axon") and the customer specified on the Quote ("Customer"). "Quote" refers to the attached ordering document which specifies the product or service prototype ("Prototype"). The Terms apply to any access or use of the Prototype (including any documentation) identified in the Quote. BY ACCESSING OR USING THE PROTOTYPE IN ANY WAY, YOU INDICATE THAT YOU ACCEPT AND AGREE WITH THE TERMS AND THAT YOU ARE AUTHORIZED TO DO SO ON BEHALF OF THE CUSTOMER.

1. Testing. By accessing or otherwise using the Prototype, Customer agrees to use and test the Prototype as set forth in these Terms only. Customer agrees to start testing the Prototype promptly after Axon makes it available to Customer and to install any updates to the Prototype. If Customer and Axon have agreed to perform specific testing activities in addition to those in these Terms, such activities will be set out in writing between Customer and Axon.

2. Prototype License or Access. If the Prototype includes software, Axon grants Customer a revocable, limited, non-exclusive, non-transferable, personal license to install and use a single instance of the Prototype in object code only and at the specified location for testing and evaluation purposes only. If the Prototype is a cloud service (a "Service"), Axon grants Customer access to the Service for 30 days, unless otherwise specified in the Quote. Customer agrees that Customer shall not: (a) use the Prototype for any production use or to obtain any commercial benefit from the Prototype; (b) reproduce, modify, translate or create any derivative work of, or sell, sublicense, rent, lease, distribute or otherwise transfer all or any portion of the Prototype, (c) reverse engineer, decompile, use for competitive analysis, reverse assemble or otherwise attempt to gain access to the source code of all or any portion of the Prototype, (d) display or disclose the Prototype to any person other than Customer employees or contractors who Customer has authorized to access the Prototype in accordance with these Terms; (e) use the Prototype for third-party training, time-sharing or service bureau use, or use any part of the Prototype, including third party software, independently from the Prototype as a whole; (f) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Prototype; or (g) otherwise use the Prototype except as expressly allowed under these Terms. Except for the license or access and use rights granted this Section 2, Axon and Axon's licensors retain all right, title and interest in and to the Prototype and any additions or modifications to the Prototype.

3. Data & Feedback. Customer agrees to provide data and feedback to us for and about the Prototype, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs. Axon may use the data and feedback Customer provides (a) to improve accuracy, quality and/or to advance features; and/or (b) for research and development, including to improve the products and services Axon offers and to develop new products and services. No data that identifies Customer or individuals will be made available publicly by Axon and any use of personal data remains subject to Axon's Privacy Policy (which can currently be found at <https://www.axon.com/legal/cloud-services-privacy-policy>). Customer irrevocably waives any intellectual property rights in any improvements or developments that Axon may make based on Customer feedback, use of the Prototype and/or data and Customer grants Axon a perpetual and irrevocable, royalty-free, worldwide license to the same. Customer accepts full responsibility for any data or materials which Customer uses with the Prototype, and Customer must ensure that Customer's use will not infringe any third-party intellectual property rights or other rights.

4. Confidentiality. Each party may use the other party's Confidential Information solely for the purposes of the activities contemplated in these Terms. The receiving party shall use all commercially reasonable measures to prevent the unauthorized disclosure of Confidential Information and shall assist the disclosing party in remedying any such disclosure. "Confidential Information" means any non-public information that the disclosing party identifies in writing prior to disclosure as confidential or that a reasonable person should recognize to be confidential. The Prototype, feature descriptions and other documents Axon provides under these Terms are Axon Confidential Information. Confidential Information does not include information that: (i) the receiving party can prove it already knows at the time of disclosure; (ii) becomes publicly known through no fault of the receiving party; (iii) the receiving party receives from a third party without restriction on disclosure; (iv) the disclosing party approves for release by written consent; or (v) is required to be disclosed by law. Neither party will disclose the terms or existence of these Terms or Axon's Prototype program unless otherwise agreed in writing.

5. Cloud Service Use and Data. If the Prototype is a Service, Customer may permit its employees, consultants, agents, and contractors to access and use the Service in accordance with these Early Access Terms ("Authorized Users"), provided Customer is responsible for: (i) specifying the level of access to the Service for each Authorized User, (ii) ensuring all Authorized Users use the Service only in support of Customer's testing, (iii) any unauthorized use of the Service or any breach of these Early Access Terms by an Authorized User, including any misuse of authentication credentials associated with Customer's access and use of the Service ("Credentials"). Customer is responsible for maintaining the confidentiality of Credentials, including those used by any Authorized Users. Customer will promptly notify Axon of any confirmed or suspected misuse of the Service or Credentials, or of any security incident related to the Services. Customer is also solely responsible for the content of all data Customer processes using the Service ("User Data"). Customer accepts full responsibility for any User Data which Customer transmits or provides to Axon or store on the Service. When Customer uses the Service, Customer must ensure that Customer's use will not infringe any third party intellectual property rights or other rights (for example, copyrights, trademarks, patents, trade secrets, or confidentiality); this includes without limitation ensuring that Customer has the right to use any materials that Customer submits for use by the Service. Axon does not and will not assume any obligations with respect to User Data or Customer's use of the Service. Axon recommends Customer use data that is anonymized, pseudonymized, or "dummy data", where it is not feasible for Axon to reasonably re-identify any individuals from such data. If User Data contains personal data, Customer shall comply with necessary legal requirements under applicable data privacy laws to enable lawful transfer of personal data to Axon.

6. Competitive Developments. Customer will not use the Prototype, or any information derived from it, to develop, or aid a third party to develop, competing technology.

7. Term and Termination. The license or access granted above will automatically end upon conclusion of the specified access period, unless Axon agrees in writing to extend it, or when these Terms are terminated sooner as described below. Either party may terminate these Terms at any time and for any reason upon written notice. When the license or access or these Terms terminate, Customer will: (a) cease use of the Prototype and Confidential Information; (b) return to Axon or destroy, at Axon's option, each physical component of the Prototype and Confidential Information and all copies thereof; and (c) certify such return or destruction in writing to Axon upon request. Terms that by their nature are intended to survive termination shall continue after termination.

8. No Warranty. AXON PROVIDES THE PROTOTYPE "AS IS" AND "AS AVAILABLE," AND AXON DISCLAIMS, FOR AXON AND ON BEHALF OF AXON LICENSORS, ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THE PROTOTYPE IS EXPERIMENTAL AND AGREE THAT THIS DISCLAIMER IS AN ESSENTIAL ELEMENT OF THESE TERMS. Customer agrees that the Prototype may have defects or deficiencies that Axon may not correct, and that Axon is under no obligation to release the Prototype for general commercial availability. The Prototype is at an early stage of development and may change in subsequent versions. Customer assumes the entire risk as to the quality and performance of the Prototype and has the sole responsibility for the adequate protection and backup of Customer's data and/or equipment used with the Prototype.

9. Limit of Liability. CUSTOMER AGREES THAT IN NO EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, SHALL AXON OR AXON'S LICENSORS HAVE MORE THAN ONE

THOUSAND DOLLARS (\$1000) LIABILITY WITH RESPECT TO THIS AGREEMENT OR THE PROTOTYPE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

10. Consequential Damages. NEITHER CUSTOMER NOR AXON SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND RELATING TO THESE TERMS OR THE PROTOTYPE, INCLUDING BUT NOT LIMITED TO LOST DATA, PROPERTY DAMAGE OR INABILITY TO USE THE PROTOTYPE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. General. Axon and Customer are independent contractors. Customer shall not assign or transfer these Terms or any part of these Terms without Axon's prior written consent, and any attempt to do so shall be void. For the purposes of the activities contemplated in these Terms, Axon may use personnel, resources and service providers in various countries. All notices hereunder shall be in writing and shall be deemed delivered upon demonstrated delivery to the applicable address Axon and Customer agrees to provide to each other prior to commencement of Customer's use of the Prototype. These Terms shall be governed by the laws of the State of New York, U.S.A. without regard to its conflict of laws principles, and the parties hereby submit to the jurisdiction of state and federal courts therein. Customer shall adhere to all applicable export laws and regulations including the U.S. Export Administration Laws and Regulation regarding the export or re-export of any technical data or products received from Axon. In the event of any threatened or actual breach of any provision of these Terms, either party may be entitled to an injunction or other equitable remedies, in addition to any and all remedies available at law. These Terms and any separate, mutually agreed description of testing activities of the Prototype constitute the entire agreement between the parties with respect to the subject matter of these Terms, and these Terms supersede any prior or collateral agreements. These Terms may not be amended, and no waiver shall be effective, except by a writing signed by both parties. If a court or similar authority determines any provision of these Terms to be unenforceable or invalid, such determination shall not affect the remaining provisions or these Terms as a whole.