

Professional Services Terms Appendix

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

1. **Scope of Professional Services.** Axon, or its subcontractor(s), will provide Professional Services as specified in a Quote or as described in a mutually agreed upon statement of work (“SOW”) or change order to the SOW (“Change Order”). “Professional Services” include professional services such as implementation, installation and integration services and training as described in the Quote, SOW or Change Order.
2. **Customer Cooperation.** Each party acknowledges that the successful and timely provision of Professional Services requires good faith and timely cooperation. Both parties will use commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the SOW or any Change Order. Customer acknowledges that its failure or delay to meet its obligations may impact Axon’s ability to perform Professional Services within the estimated time and cost. If a project is delayed or rendered impossible due to Customer’s failure to fulfil its obligations, Axon reserves the right to issue invoices for Professional Services already delivered to Customer on the payment dates listed in the SOW irrespective of whether the project has been completed. Axon will use commercially reasonable efforts to integrate the interfaces specified in the Quote or SOW with the Solution. Customer agrees to reimburse Axon for any third-party charges incurred as a result of Customer’s delays or requested changes beyond the scope of the SOW or Change Order.
3. **Warranties; Disclaimer.**
 - a. Axon warrants that the Professional Services will be performed in a professional and workmanlike manner. As the sole remedy for breach of this warranty, Axon will re-perform or correct any materially defective Professional Services until they are no longer materially defective, in Axon’s sole determination, free of additional charge, provided that (i) Customer promptly notifies Axon in writing within thirty (30) days of performance of such defective Professional Services and (ii) such defective Professional Services are not caused by, or the result of, Customer’s acts or omissions or anyone acting on Customer’s behalf.
 - b. Customer warrants that it has all rights and authorizations necessary to provide any materials (including those owned by any third party) Customer provides to Axon in connection with the Professional Services, and to grant Axon the right to use them for the purposes of providing Professional Services.
 - c. EXCEPT AS EXPRESSLY SET FORTH IN THIS APPENDIX, AXON MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS FOR THE PROFESSIONAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **Intellectual Property.**
 - a. Customer acknowledges and agrees that title to all portions of the Professional Services, deliverables, Axon’s pre-existing materials, and all intellectual property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in Axon or Axon’s licensors.
 - b. Subject to Axon’s receipt of full and final payment for the Professional Services, Axon grants to Customer a non-exclusive, non-transferable, irrevocable (unless Axon terminates the Agreement for Customer’s uncured material breach), non-distributable/resaleable, non-sublicensable license for Customer to use any deliverables and pre-existing materials provided to Customer by Axon for Customer’s and Customer’s affiliates’ internal business purposes.
 - c. Customer acknowledges that Axon provides similar Professional Services to other third parties and Axon shall continue to be free to perform similar services for its other customers using Axon’s general knowledge, skills, tools, routines, algorithms, programs and experience.
5. **Access Computer Systems to Perform Services.** Customer authorizes Axon’s limited access to Customer’s computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform Professional Services. Axon agrees to comply with Customer’s security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.

6. **Site Preparation.** Axon will provide a copy of current user documentation for the Axon Devices, Equipment or Axon Cloud Services which includes required technical, environmental and operational specifications for the Professional Services ("Implementation Requirements"). Before installation of the Axon Devices or implementation of Axon Cloud Services, Customer must prepare the location(s) where Axon Devices, Equipment or Axon Cloud Services are to be installed ("Installation Site") per the Implementation Requirements and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per any environmental specifications. Axon will provide any updates to the Documentation and Implementation Requirements to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.
7. **Customer Network.** Customer is solely responsible for maintenance and functionality of its network and systems. In no event will Axon be liable for loss, damage, or corruption of Customer's network or systems from any cause other than Axon's negligence.
8. **Acceptance.** When Axon completes Professional Services, if requested by Customer, Axon will present an acceptance form ("Acceptance Form") to Customer for signature to acknowledge completion of the applicable implementation or installation. Customer must notify Axon in writing of any material non-conformance and the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Customer does not sign the Acceptance Form or provide written notice of rejection within seven (7) calendar days of delivery, the Professional Services will be deemed accepted by Customer.
9. **Utilization of Professional Services.** Unless otherwise set forth in a SOW, Customer must use Professional Services within six (6) months of the Effective Date of the applicable SOW.