

Axon Data Processing Agreement for Customers

This Data Processing Addendum (“**DPA**”) is entered into by and between the Axon customer named in the Agreement (“**Customer**”), and Axon (“**Axon**”) (each a “**Party**”; collectively the “**Parties**”), and is incorporated by reference into the applicable subscription agreement governing Customer’s use of the Service (the “**Agreement**”) between the Parties and takes precedence over the Agreement to the extent of any conflict. All capitalized terms used in this DPA but not defined will have the meaning set forth in the Agreement or under Data Protection Law. Any data protection addendum that may already exist between the Parties as of the last signature date of this DPA is superseded and replaced by this DPA in its entirety.

1. Definitions.

- a. “**Data Protection Laws**” means all applicable laws, regulations, and other legal or regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of personal data, including without limitation, to the extent applicable, the General Data Protection Regulation, Regulation (EU) 2016/679 (“**GDPR**”); the United Kingdom Data Protection Act of 2018; the Swiss Federal Act on Data Protection (“**FADP**”); and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, as amended and including its regulations (“**CCPA**”), and other applicable U.S. state and federal laws. For the avoidance of doubt, if Axon’s Processing activities involving Personal Data are not within the scope of a Data Protection Law, such law is not applicable for purposes of this DPA.
- b. “**Data Privacy Frameworks**” means the EU-U.S. Data Privacy Framework (“**EU-U.S. DPF**”), the Swiss-U.S. Data Privacy Framework (“**Swiss-U.S. DPF**”), and the UK Extension to the EU-U.S. DPF (“**UK Extension**”) as administered by the U.S. Department of Commerce.
- c. “**Data Subject**” means an identified or identifiable natural person to whom Personal Data relates.
- d. “**EU SCCs**” means the Standard Contractual Clauses issued pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- e. “**Personal Data**” includes “personal data,” “personal information,” “personally identifiable information,” and analogous terms, as defined by applicable Data Protection Laws, that Axon Processes to provide the Services under the Agreement.
- f. “**Process**”, “**Processing**”, “**Processed**,” etc., mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- g. “**Security Breach**” means any confirmed breach of security that results in the accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to,

Personal Data.

- h. **“Service(s)”** mean the services that Axon provides to Customer under the Agreement.
- i. **“Subprocessor”** means any third party (other than an employee or independent contractor) that Axon engages to Process Personal Data to provide the Services.
- j. **“UK Addendum”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner’s Office.
- k. The terms **“Business,” “Controller,” “Processor,”** and **“Service Provider”** are defined as in Data Protection Laws. **“Controller”** is deemed to also refer to **“Business,”** and **“Processor”** is deemed to also refer to **“Service Provider.”**

2. **Roles of the Parties; Scope and Purposes of Processing.**

- a. **Roles of the Parties.** To the extent that Customer is the Controller of Personal Data, Axon is its Processor. To the extent that Customer is a Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer’s use of the Services(collectively **“Non-Content Data”**) is considered Personal Data, Axon is an independent data Controller and shall Process such data in accordance with the Agreement and applicable Data Protection Laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Non-Content Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Non-Content Data is, in accordance with Data Protection Laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
- b. **Scope and Purposes of Processing.** This DPA applies to all Personal Data that Axon Processes to provide the Service to Customer. Axon will Process Personal Data (i) in compliance with Data Protection Laws; (ii) on Customer’s behalf and in accordance with Customer’s instructions as set forth in this DPA and the Agreement, and as otherwise provided by the Customer in writing; and (iii) to provide the Service to Customer under the Agreement for the business purposes set forth in the Agreement and as set forth in this DPA, unless other Processing activities are required otherwise to comply with Data Protection Laws (in which case, Axon shall provide prior notice to Customer of such legal requirement, unless such law prohibits this disclosure).
- c. **Customer Rights.** Customer retains the right to take reasonable and appropriate steps to (i) ensure that Axon Processes Personal Data in a manner consistent with Data Protection Laws, and (ii) upon notice, stop and remediate unauthorized Processing of Personal Data, including any use of Personal Data not expressly authorized in this DPA.
- d. **Customer Obligations.** Where Customer is a Controller, Customer is responsible for providing any notices, obtaining any consents or authorizations, and otherwise satisfying its own compliance obligations with respect to the Processing of Personal Data under this DPA. Where Customer is a Processor, Customer represents to Axon that its provision of Personal Data to Axon is in compliance with Data Protection Laws and Customer’s contractual obligations.

Customer will not instruct Axon to Process Personal Data in a violation of Data Protection Laws or any third party's legal, contractual, or other rights. Customer in its sole discretion determines the categories and types of Personal Data that it provides to Axon through the Services. Customer is responsible for secure and responsible use of the Service and for determining that the Service ensure a level of security appropriate to the risk in respect of Personal Data and agrees that the security and compliance measures set forth in the Agreement and this DPA are deemed sufficient.

3. **Personal Data Processing Requirements.**

a. **Restrictions on Processing.** Axon will:

- i. Not retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Axon, or for any purpose (including any commercial purpose) not set forth in this DPA or the Agreement.
- ii. Not "sell" or "share" any Personal Data, or use Personal Data for purposes of "targeted advertising," as such terms are defined in Data Protection Laws.

b. **Confidentiality.** Axon will ensure that the persons Processing the Personal Data are bound by obligations of confidentiality no less protective than those set forth in the Agreement or are under an appropriate statutory obligation of confidentiality.

c. **Assistance.** Axon will provide Customer with reasonable assistance:

- i. By implementing appropriate technical and organizational measures for the fulfilment of Customer's obligation to respond to requests for exercising Data Subjects' rights as set forth in Data Protection Laws, taking into account the nature of the Processing.
- ii. In performing any required data protection impact assessment of Processing or proposed Processing of Personal Data, and in consulting with regulatory authorities in relation to the Processing or proposed Processing of Personal Data, including any applicable obligation upon Axon to consult with a regulatory authority in relation to Axon's Processing or proposed Processing of Personal Data.

d. **Notice Regarding Compliance and Instructions.** Axon will promptly notify Customer if Axon determines that it can no longer meet its obligations under Data Protection Laws or if it believes that Customer's instructions violate Data Protection Laws, and Axon is not deemed to be in breach of this DPA if it declines to Process Personal Data in a way that Axon reasonably and in good faith believes would cause Axon to violate Data Protection Laws.

4. **Data Security.** Axon will use appropriate administrative, technical, physical, and organizational measures to protect Personal Data. Axon will provide the level of protection for Personal Data that is required under Data Protection Laws. Such measures will take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risk.

5. **Security Breach.**

- a. **Notice.** Axon will notify Customer of any Security Breach without undue delay or within the time period required under Data Protections Law (and in no event later than seventy two (72) hours). To the extent available, this notification will include Axon's then-current assessment of the following: (i) the nature of the Security Breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) the likely consequences of the Security Breach; and (iii) measures taken or proposed to be taken by Axon to address the Security Breach, including, where applicable, measures to mitigate its possible adverse effects. Axon will provide timely and periodic updates to Customer as additional information regarding the Security Breach becomes available. Customer acknowledges that any updates may be based on incomplete information.
- b. **Responsibilities of the Parties.** Axon will comply with the Security Breach-related obligations applicable to it under Data Protection Laws and will assist Customer in Customer's compliance with its Security Breach-related obligations. Axon will not assess the contents of Customer Data for the purpose of determining if such data is subject to any requirements under Data Protection Laws. Nothing in this DPA or in the EU SCCs or UK Addendum will be construed to require Axon to violate, or delay compliance with, any legal obligation it may have with respect to a Security Breach or other security incidents generally.

6. **Subprocessors.**

- a. **Authorization to Engage Subprocessors.** Customer agrees that Axon may engage Subprocessors in Exhibit B. Axon will impose contractual obligations on any Subprocessor it appoints requiring it to protect Personal Data to standards that are no less protective than those set forth under this DPA. Axon shall remain fully liable to Customer for the performance of the Subprocessor's data protection obligations. If relevant, the subprocessor agreements to be provided under Clause 9 of the EU SCCs may have all commercial information, or provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be provided only upon Customer's written request, no more than once annually.
- b. **Subprocessor Notice and Objections.** Axon will provide Customer with reasonable advance notice of changes to its Subprocessors. Customer has thirty (30) calendar days from such notice to make an objection on reasonable grounds relating to the protection of the Personal Data by notifying Axon at privacy@axon.com. In the event Customer objects to a new Subprocessor, Axon will use commercially reasonable efforts to make available to Customer a change in the Service or Customer's configuration or use of the Service to avoid processing of Customer Personal Data by the objected-to new Subprocessor. If Axon is unable to make available such change within a reasonable period of time, which will not exceed thirty (30) days, either Party may upon written notice terminate without penalty the applicable Order Form(s) or the Agreement.

7. **Audits.**

- a. **Standard Audit Process.** Axon will make available to Customer documentation, data, certifications, reports, and records ("**Records**") relating to Axon's Processing of Personal Data to demonstrate compliance with this DPA (an "**Audit**") provided the Agreement remains in effect and such audit is at Customer's sole expense. Customer may request an Audit upon

- fourteen (14) days' prior written notice to Axon, no more than once annually, except, in the event of a Security Breach occurring on Axon's systems, in which case Customer may request an Audit within a reasonable period of time following such Security Breach.
- b. **Written Requests and Inspections.** If Customer has a reasonable objection that the Records provided are not sufficient to demonstrate Axon's compliance with this DPA, Customer may, as necessary: (i) request additional information from Axon in writing, and Axon will respond to such written requests in within a reasonable period of time ("**Written Requests**"); and (ii) only where Axon's responses to such Written Requests do not provide the necessary level of information required by Customer, request access to Axon's premises, systems and staff, upon twenty one (21) days prior written notice to Axon (an "**Inspection**") subject to the parties having mutually agreed upon (a) the scope, timing, and duration of the Inspection, (b) the use of an auditor to conduct the Inspection, (c) the Inspection being carried out only during Axon's regular business hours, with minimal disruption to Axon's business operations, and (d) all costs associated with the Inspection being borne by Customer (including Axon's time in connection with facilitating the Inspection, charged at Axon's then-current rates). Inspections will be permitted no more than once annually, except in the event of a Security Breach.
8. **Return or Destruction of Personal Data.** Subject to any terms in the Agreement regarding data deletion and/or retention that shall govern in the event of a conflict, Axon will, at the choice of Customer and upon Customer's written request, return to Customer and/or securely destroy all Personal Data, unless applicable law requires Axon to retain Personal Data.
9. **Survival; Amendments.** The provisions of this DPA survive the termination or expiration of the Agreement for so long as Axon or its Subprocessors Process Personal Data. Axon may amend this DPA in order to comply with Data Protection Laws and will notify Customer of such changes. By continuing to use the Services after the DPA has been updated, Customer is deemed to have agreed to the updated DPA.

Exhibit A

AXON DATA SECURITY MEASURES

Axon will implement and maintain the following administrative, technical, physical, and organizational security measures for the Processing of Personal Data:

Axon's information security program includes specific security requirements for its personnel and all Subprocessors or agents who have access to Personal Data ("**Data Personnel**"). Axon's security requirements cover the following areas:

1. **Information Security Policies and Standards.** Axon will maintain written information security policies, standards and procedures addressing administrative, technical, and physical security controls and procedures. These policies, standards, and procedures shall be kept up to date, and revised whenever relevant changes are made to the information systems that use or store Personal Data.
2. **Physical Security.** Axon will maintain commercially reasonable security systems at all Axon sites at which an information system that uses or stores Personal Data is located ("**Processing Locations**") that include reasonably restricting access to such Processing Locations, and implementing measures to detect, prevent, and respond to intrusions.
3. **Organizational Security.** Axon will maintain information security policies and procedures addressing acceptable data use standards, data classification, and incident response protocols.
4. **Network Security.** Axon maintains commercially reasonable information security policies and procedures addressing network security.
5. **Access Control.** Axon agrees that: (a) only authorized Axon staff can grant, modify, or revoke access to an information system that Processes Personal Data; and (b) it will implement commercially reasonable physical and technical safeguards to create and protect passwords.
6. **Virus Controls.** Axon protects Personal Data from malicious code and will install and maintain anti-virus software on any system that handles Personal Data.
7. **Personnel.** Axon has implemented and maintains a security awareness program to train employees about their security obligations. Data Personnel follow established security policies and procedures. Disciplinary process is applied if Data Personnel fail to adhere to relevant policies and procedures.
8. **Business Continuity.** Axon implements disaster recovery and business resumption plans that are kept up to date and revised on a regular basis. Axon also adjusts its information security program in light of new laws and circumstances, including as Axon's business and Processing change.

Privileged & Confidential:

Exhibit B

Customer has determined and approve the following subprocessors and processing locations by designating one of the following economic area: <https://www.axon.com/legal/cloud-services-privacy-policy>