



# AXON VISION TERMS AND CONDITIONS

These AXON VISION TERMS AND CONDITIONS (these “Terms”) are entered into by and between Axon Enterprise, Inc., a Delaware corporation (“Axon”), and the counterparty identified as the customer in the applicable Order Form (“Customer”). These Terms, together with all Order Forms and SOWs (each as defined below), constitute this “Agreement”. If you are accepting these Terms or an Order Form or SOW on behalf of your employer or another entity (which will be deemed to be the case if you sign up for an Axon Vision Product (as defined below) using an email address from your employer or such entity), then the “Customer” under this Agreement will be such employer or other entity, and you represent and warrant that (a) you have read and understand this Agreement, (b) you have full legal authority to bind your employer or such entity to this Agreement and (c) you agree to this Agreement on behalf of your employer or such entity.

## 1. DEFINITIONS

The following terms, when used in this Agreement will have the following meanings:

- 1.1. “Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, “Control” means beneficial ownership of 50% or more of the voting power or equity in an entity.
- 1.2. “Axon APIs” means Axon’s application programming interfaces (APIs) made available by Axon to Customer hereunder.
- 1.3. “Axon Vision Product” means the SaaS-based platform to help train and improve computer and robot vision, including the Axon APIs developed by Axon, as further described in the applicable Order Form.
- 1.4. “Confidential Information” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.
- 1.5. “Customer Data” means any data, content or materials that Customer (including its Users) submits to its Axon Vision Product accounts.
- 1.6. “Documentation” means Axon’s then-current standard usage documentation for the Axon Vision Product.
- 1.7. “Order Form” means an ordering document or online order entered into between Customer and Axon, or online ordering flow completed by Customer, in each case that sets forth the applicable Axon Vision Product to which Customer is subscribing, pricing therefor (including in relation to overages) and subscription term, and that references these Terms.
- 1.8. “Third Party Platform” means any product, add-on or platform not provided by Axon that Customer elects to use with the Axon Vision Product.
- 1.9. “User” means anyone that Customer allows to use its accounts for the Axon Vision Product, consisting of Customer’s employees and contractors (solely for purposes of providing services to Customer).

## 2. AXON VISION PRODUCT

- 2.1. **Provision of Axon Vision Product.** Subject to the terms and conditions of this Agreement, Axon will make the Axon Vision Product available to Customer pursuant to this Agreement and the applicable Order Form, and hereby grants Customer a non-exclusive right to access and use the Axon Vision Product for its internal business purposes. Customer may permit Users to use the Axon Vision Product on its behalf. Customer is responsible for provisioning and managing its User accounts, its Users’ actions through the Axon Vision Product and their compliance with this Agreement.
- 2.2. **Data Security.** Axon will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data.
- 2.3. **Customer Responsibilities.**
  - 2.3.1. Customer acknowledges that Axon’s provision of the Axon Vision Product is dependent on Customer providing all reasonably required cooperation (including the prompt provision of access to Customer’s systems, personnel, cooperation and materials as reasonably required and any other access as may be specified in the applicable Order Form), and Customer will provide all such cooperation in a diligent and timely manner.
  - 2.3.2. Customer will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Axon Vision Product and notify Axon promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Axon Vision Product and (ii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Axon Vision Product, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Axon will have no liability for such failure (including under any service level agreement).
  - 2.3.3. Customer will not use the Axon Vision Product to transmit or provide to Axon any financial or medical information of any nature, or any sensitive personal data (e.g., social security numbers, driver’s license numbers, birth dates, personal bank account numbers, passport or visa numbers and credit card numbers).
- 2.4. **Affiliates.** Any Affiliate of Customer will have the right to enter into an Order Form and this Agreement will apply to each such Order Form. With respect to any such Order Form, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity that enters into such Order Form, and no other Customer entity has any liability or obligation under such Order Form.

## 3. FEES

- 3.1. **Fees.** Customer will pay Axon the fees set forth in the applicable Order Form. Customer will pay those amounts due and not disputed in good faith within thirty (30) days of the date of receipt of the applicable invoice (the “Payment Period”), unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except as otherwise specified herein or in such Order Form,



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payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. If Customer disputes an invoice in good faith, it will notify Axon within the Payment Period and the parties will seek to resolve the dispute as soon as reasonably practicable. Axon may provide Customer with written notice of a change or increase in pricing for such Order Form at least sixty (60) days prior to the end of the then-current subscription term, and such modified pricing will become effective thereafter at the time of the renewal.

3.2. **Late Payment.** Axon may suspend access to the Axon Vision Product immediately upon notice if Customer fails to pay any amounts hereunder at least five (5) days past the applicable due date. If Axon has not received payment within five (5) days after the applicable due date, interest will accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Axon.

3.3. **Taxes.** All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Axon. Customer will not withhold any taxes from any amounts due to Axon.

### 4. PROPRIETARY RIGHTS AND CONFIDENTIALITY

4.1. **Proprietary Rights.** As between the parties, Axon exclusively owns all right, title and interest in and to the Axon Vision Product System Data and Axon's Confidential Information, and Customer exclusively owns all right, title and interest in and to the Customer Data, output produced specifically for Customer via the use of the Axon Vision Product by Customer (which will constitute Customer Data for purposes hereof) and Customer's Confidential Information. "System Data" means data collected by Axon regarding the Axon Vision Product that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Axon Vision Product.

4.2. **Feedback.** Customer may from time to time provide Axon suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Axon Vision Product. Axon will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Axon will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services. All Feedback is provided "AS IS" and Axon will not publicly identify Customer as the source of Feedback without Customer's permission.

4.3. **Product Improvement and Aggregated Statistics.** Customer further agrees that, notwithstanding anything herein, Axon has the right to aggregate, collect, retain and analyze Customer Data and other information relating to the performance of the Axon Vision Product and will be free (during and after the term hereof) to (i) use such data and other information to provide and improve Axon's products and services, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify Customer or any individual.

### 5. CONFIDENTIALITY; RESTRICTIONS

5.1. **Confidentiality.** Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 5, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

5.2. **Technology Restrictions.** Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Axon Vision Product; (b) attempt to probe, scan or test the vulnerability of the Axon Vision Product, breach the security or authentication measures of the Axon Vision Product without proper authorization or willfully render any part of the Axon Vision Product unusable; (c) use or access the Axon Vision Product to develop a product or service that is competitive with Axon's products or services or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the Axon Vision Product or otherwise offer the Axon Vision Product on a standalone basis; or (e) otherwise use the Axon Vision Product in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form. Axon expressly reserves the right to limit the number and/or frequency of API requests in its reasonable discretion.

5.3. **Conditions of Use.** Customer is solely responsible for all Customer Data, including code, images, data, text, graphics, and other materials that it submits to the Axon Vision Products. The following are examples of the kinds of content and/or uses that are illegal or prohibited by Axon. Axon reserves the right to investigate and take appropriate legal action against anyone who, in Axon's sole discretion, violates this provision, including removing the offending content from the Axon Vision Products, suspending or terminating the account of such violators, and reporting the violator to law enforcement authorities. You agree to not use the Axon Vision Products to (a) identify any person or entity; (b) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; (c) request information regarding any violent or indecent acts; or (d) otherwise knowingly submit hateful, violent, sexual, or indecent content to the Axon Vision Products.

### 6. WARRANTIES AND DISCLAIMERS

6.1. **Mutual.** Each party warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will use industry-standard measures to avoid introducing viruses or other malicious code into the Axon Vision Product.

6.2. **Axon.** Axon warrants that the Axon Vision Product will perform materially as described in the Documentation and Axon will not materially decrease the overall functionality of the Axon Vision Product during the applicable subscription term (the "Performance Warranty"). Axon will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer. If Axon fails to do so within 30 days after Customer's warranty report, then either party may terminate the applicable Order Form as it relates to the non-conforming Axon Vision Product, in which case Axon will refund to Customer any prepaid subscription fees for the terminated portion of the applicable subscription term (for the Performance Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Axon Vision Product. These procedures are Customer's exclusive remedies and Axon's sole liability for breach of the Performance Warranty.



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6.3. **Customer.** Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit Axon to use the same as contemplated hereunder.

6.4. **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. AXON DOES NOT REPRESENT OR WARRANT THAT THE AXON VISION PRODUCT WILL BE ERROR-FREE. AXON IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY PLATFORMS AND DOES NOT GUARANTEE THE CONTINUED AVAILABILITY THEREOF OR ANY INTEGRATION THEREWITH.

6.5. **No-Charge Products.** Axon may offer certain Axon Vision Products at no charge, including free accounts, trial use and pre-release, alpha or beta versions or features (collectively, “No-Charge Products”). Customer’s use of No-Charge Products is subject to any additional terms that Axon may specify. Except as otherwise set forth in this Section, these Terms apply to No-Charge Products. Axon may modify or terminate Customer’s right to use No-Charge Products at any time. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXON DISCLAIMS ALL OBLIGATIONS, WARRANTIES AND LIABILITIES WITH RESPECT TO NO-CHARGE PRODUCTS, INCLUDING ANY SERVICE LEVEL OR INDEMNITY OBLIGATIONS, AND AXON’S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER IN RESPECT OF NO-CHARGE PRODUCTS WILL BE US \$100.

### 7. INDEMNIFICATION

7.1. **Indemnity by Axon.** Axon will defend Customer against any claim, demand, suit, or proceeding (“Claim”) made or brought against Customer by a third party alleging that the use of the Axon Vision Product as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Axon) in connection with any such Claim; provided that (a) Customer will promptly notify Axon of such Claim, (b) Axon will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Axon may not settle any Claim without Customer’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Axon in connection therewith. If the use of the Axon Vision Product by Customer has become, or in Axon’s opinion is likely to become, the subject of any claim of infringement, Axon may at its option and expense (i) procure for Customer the right to continue using and receiving the Axon Vision Product as set forth hereunder; (ii) replace or modify the Axon Vision Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Axon will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) designs, guidelines, configurations, plans or specifications provided by Customer; (B) use of the Axon Vision Product by Customer not in accordance with this Agreement; (C) modification of the Axon Vision Product by or on behalf of Customer; (D) Customer Data, or (E) the combination, operation or use of the Axon Vision Product with other products or services where the Axon Vision Product would not by itself be infringing (clauses (A) through (E), “Excluded Claims”). This Section states Axon’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

7.2. **Indemnification by Customer.** Customer will defend Axon against any Claim made or brought against Axon by a third party arising out of the Excluded Claims, and Customer will indemnify Axon for any damages finally awarded against Axon (or any settlement approved by Customer) in connection with any such Claim; provided that (a) Axon will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Axon’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Axon of all liability) and (c) Axon reasonably cooperates with Customer in connection therewith.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS, BREACH OF SECTION 5, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF USE, LOST PROFITS OR INTERRUPTION OF BUSINESS, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE, OR (B) EXCLUDING CUSTOMER’S PAYMENT OBLIGATIONS, ANY AGGREGATE LIABILITY IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

### 9. TERM AND TERMINATION

9.1. **Term.** The term of this Agreement will commence on the date of the initial Order Form and continue until terminated as set forth below. The initial term of each Order Form will begin on the start date indicated in such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. If Customer does not agree to automatic renewals, Customer may opt-out of automatic renewals by providing written notice to Axon within fourteen (14) days of the date of the initial Order Form.

9.2. **Termination.** Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party’s liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

9.3. **Survival.** Upon expiration or termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the terms and conditions relating to proprietary rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

### 10. GENERAL

10.1. **Publicity.** Customer agrees that Axon may refer to Customer’s name and trademarks in Axon’s marketing materials and website; however, Axon will not use Customer’s name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer’s prior written consent (which may be by email). If Customer does not agree to Axon’s use of Customer’s name or trademark in Axon’s



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marketing materials, Customer may opt-out of such use by providing written notice to Axon within fourteen (14) days of the date of the initial Order Form.

10.2. **Assignment; Delegation.** 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. This Agreement is binding upon the Parties respective successors and assigns.

10.3. **Amendment.** Axon may modify these Terms at any time by posting an updated version at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions) or such successor URL as designated by Axon. Unless otherwise expressly stated by Axon, the updated terms will become effective upon posting and will apply to all new Order Forms and purchases submitted after the date of posting. It is Customer's responsibility to review the current terms and conditions prior to submitting any new purchase or Order Form. If Axon modifies these Terms during an active subscription term and intends for the modifications to apply during such term, Axon will provide notice of the changes to Customer, and Customer may object within thirty (30) days of notice. If Customer objects, Customer may, as its exclusive remedy, terminate the affected Order Form upon written notice, and Axon will refund any prepaid fees for the unused portion of the subscription term. Except as set forth in this Section, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless in writing and signed by both parties.

10.4. **Waiver.** No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.5. **Relationship.** Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.6. **Unenforceability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

10.7. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles. Venue for any controversy or proceeding, judicial or otherwise, instituted by either Party, shall be laid in the United States in the applicable state or federal courts located in Maricopa County, Arizona. If any Party institutes any suit, action, or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.8. **Notices.** Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the Customer may be sent to the address listed on the Customer's applicable Order Form or email address provided by Customer when Customer creates its Axon Vision Product account. Notices to Axon must be sent to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).

10.9. **Entire Agreement.** This Agreement (consisting of these Terms and each Order Form and SOW) comprises the entire agreement between Customer and Axon with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Axon, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. In the event of a conflict between these Terms and an Order Form or SOW, the terms of the Order Form will control.

10.10. **Force Majeure.** Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

10.11. **Government Terms.** Axon provides the Axon Vision Product, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Axon Vision Product, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights other than those provided in this Agreement are conferred. The Axon Vision Product was developed fully at private expense.

10.12. **Interpretation.** For purposes hereof, "including" means "including without limitation".