



Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by the Agency.¹ The Trial Period is 30 days unless extended by Axon.

1. Trial Kit. The Trial Kit may include the following:

Qty. _____	74016 – Axon Body 2 T&E Kit
Qty. _____	70042 – Axon Body 2 Dock, Single Camera Bay
Qty. _____	70043 – Axon Body 2 Dock, 6-Camera Bay
Qty. _____	11530 – Axon Flex 2 T&E Kit
Qty. _____	11541 – Axon Flex 2 Single-Bay Dock
Qty. _____	11542 – Axon Flex 2 Six-Bay Dock
Qty. _____	11007 – X26P CEW T&E Kit
Qty. _____	22004 – X2 CEW T&E Kit
Qty. _____	11523 – Axon Fleet T&E Kit (includes (2 Fleet cameras, 2 fleet mounts, 1 USB dongle, 2 Fleet Battery Box's, 1 Axon Signal, 1 CradlePoint Router, 1 Router antenna)
Qty. _____	70112 – Axon Signal
Qty. _____	11559 – T&E, PPM, Signal
Qty. _____	71042 – Axon Signal Sidearm

Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal.

2. Agency Obligations. Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Products during the Trial Period. For Trial Kits that contain a conducted electrical weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request of Axon, Agency also agrees to cooperate and participate in a case study involving the Product and your use of the Product. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If the Agency's trial includes Axon Fleet, and the Agency is using wireless offload, then the Agency is responsible for providing a wireless network, either a cellular SIM card or wireless network at the Agency.

3. Return of Product. Agency agrees to return the Product to Axon within 10 days after the end of the Trial Period. If any individual component of the Trial Kit, excluding expended CEW cartridges, is not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping.

If Agency chooses to return the Trial Kit to Axon Agency agrees to return the Trial Kit, excluding expended CEW cartridges, to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before Agency returns the Trial Kit, it is the Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Product is to be returned to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Trial Kit, Agency may request Axon make available to Agency for download Agency data that the Agency uploaded to Evidence.com during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Evidence.com. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit, and that Agency will not directly or indirectly cause any proprietary rights to be violated.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement, including the attached Evidence.com Terms of Use Appendix, contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of _____ day of _____, 20 18

Agency Name: City of North Port

Signature: _____

Printed Name: Peter Lear

Title: City Manager

Address: 4970 City Hall Blvd
North Port, FL 34286

Phone: _____ E-mail: plear@cityofnorthport.com

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc.

▲ ▲ AXON, Axon, Axon Body 2, Axon Dock, Axon Flex 2, Axon Fleet, Axon Signal, Axon Signal Sidearm, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

Evidence.com Terms of Use
Appendix

- 1 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the granting of a subscription from Axon, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Trial Period.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Evidence.com to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 5 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.
- 6 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Evidence.com immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 7 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) 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 the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).