



Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.¹The 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, 2Fleet 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

Which will be specified on your Sales Order ("Product"). Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Product as part of the Trial Kit. Axon's warranty, limitations and releases for the Products is applicable and available on Axon's website at www.axon.com.

2. Agency Obligations. You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all Axon training materials regarding the Products during the Trial Period. For Trial Kits that contain a conducted electrical weapon ("CEW"), you agree 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, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree 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. You agree to either return the Product to Axon within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to Axon's standard sales terms and conditions. If any individual piece 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 item(s). You agree to pay the invoice along with any applicable taxes.

If you choose to return the Product to Axon instead of purchasing the Product, you agree to return the Product, 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 you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by Axon. Product is to be returned via the RMA process to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Product, you may request Axon make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. 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. You agree that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you 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 incorporates Axon's Master Services and Purchasing Agreement in its entirety and 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 Product 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. You must accept this Agreement unmodified and as written.
- 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 30th day of APRIL 2018

Agency Name: BAKERSFIELD POLICE DEPT.
 Signature: [Signature]
 Printed Name: GEREMY BLAKEMORE
 Title: LIEUTENANT
 Address: 1601 TRUXTUN AVE.
BAKERSFIELD, CA 93301
 Phone: 661-326-3835 E-mail: JBLAKEMO@BAKERSFIELD.PD.US

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

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