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1 Account Content and Use of the Services.

You are solely responsible for any data associated with your account by transfer, process, use or storage, including, without limitation, software, text, audio, video, or images (Account Content) in connection with your account. You consent to Axon's access and use of Account Content in order to: (a) perform troubleshooting services for the account as part of our regular diagnostic screenings; (b) enforce these Terms or policies governing use of the Services; (c) perform analytic and diagnostic evaluations of the systems; or (d) to improve Axon's Products and Services. In addition, for content that is covered by intellectual property rights, like photos and videos ("IP Content"), you specifically give us the following permission: you grant us a non-exclusive, transferable, irrevocable, royalty-free, sub-licensable, worldwide license to use any IP Content that you post on or in connection with the Services (IP License). You are solely responsible for: (a) development, uploading, use, management and deletion of Account Content; (b) any services caused to interface with the Services; (c) accuracy, quality, integrity and legality of Account Content and of the means by which you acquired Account Content; (d) monitoring system use and storage levels in your account; (e) properly configuring and using the Services and taking your own steps to maintain appropriate security and access to Account Content; (f) security of your account due to the misuse, theft, or sharing of passwords; (g) all activities that occur under your account, whether by you directly or a third party (including contractors, or agents); and (h) any claims relating to Account Content. If you use a mobile device to access the Evidence.com website: (a) you agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Evidence.com web site; and (b) you understand that mobile

service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your mobile service provider or otherwise.

2 The Services.

2.1 Service License. We own, or have by license, all rights to the Services, including all intellectual property rights. Subject to these Terms and your compliance with such Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable, non-assignable license to access and use the Services solely in accordance with these Terms. We reserve the right to modify or discontinue the Services at any time without notice to you. Axon retains all rights not expressly granted to you. Except as expressly provided herein, nothing contained in these Terms will be implied to grant you any right or license in, to, or with the respect to the Services, or other Axon technology or intellectual property. The Services and its content are licensed, not sold, to you.

2.2 License Restrictions. You may not use the Services in any manner or for any purpose other than as expressly permitted by these Terms. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not: (a) use the Services for any unlawful purpose; (b) use the 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; (c) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (d) attempt to gain unauthorized access to the Services or related systems or networks; (d) permit any third party to access the Services except as permitted in these Terms; (e) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Services; (f) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful (g) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, or allow any others to do the same; (f) access or use the Services in a way intended to exceed usage limits or quotas; (h) copy the Services in whole or part, except as expressly permitted in these Terms; (i) use intellectual property contained in the Services, except as expressly permitted in these Terms; (j) resell, rent, loan or sublicense the Services; or (k) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Services or any copies of the Services. You may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

2.3 Duration of Storage. We cannot guarantee storage of Account Content. During the term of this agreement, and subject to third party restrictions on Account Data, we will use reasonable care to store Account Content. If the Services are discontinued to you, we will use reasonable care to store and provide the ability to retrieve your Account Content at our sole discretion for a period of 90 days.

2.4 Duty to Notify Axon of Unauthorized Use. You must immediately notify Axon in writing of any unauthorized use or access of any Account Content or the Services that come to your attention. In the event of any unauthorized use or access by any third party that obtained access through you, you will take all steps necessary to terminate the unauthorized use. You will provide Axon with cooperation and assistance related to any unauthorized use or access.

2.5 Suggestions. You agree to assign, without remuneration, all rights to any suggestions or feedback you make to us for enhancements or improvements of the Services. You agree to provide, without remuneration, any reasonable assistance we may require to document, perfect, and maintain our rights in the suggestions.

3 Data Privacy.

3.1 Data Privacy. To operate and provide the Services, we collect certain, non-personally identifiable information about you. You consent to our access or disclosure of this information in order to: (a) perform troubleshooting services for your account; (b) protect our rights or property or that of our customers; (c) perform analytic and diagnostic evaluations of the systems and Services; or (d) comply with any law or regulation or order by a court or administrative agency of any competent jurisdiction.

3.2 Consent to Transfer of Content. By using the Services, you consent to copies of Account Content, in whole or in part, being made and provided to our contracted third parties for any purpose consistent with the Services and these Terms.

3.3 Unauthorized Disclosure. We will take commercially reasonable steps to avoid unauthorized disclosure of Account Content.

4 Termination.

Axon reserves the right to terminate your use of the Services for any reason at any time including, discretionary termination of Services to any group of accounts, anticipatory breach by you of any of these Terms, and breach by you of any of these Terms. Upon termination of your use of the Services, for any reason: (a) you will not have any access to Account Content; (b) we have no obligation to maintain or provide Account Content to you; and (c) Sections 2 (except the license granted to you in Section 2.1), 3, and 5 will continue to apply.

5 Indemnification.

To the extent permitted by law, you will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Services; (b) breach of these Terms or violation of applicable law by you; (c) the content you transmit through the Services, including any claim involving alleged infringement or misappropriation of third-party rights by Account Content or by the use of Account Content; or (d) a dispute between you and any third-party over your collection or use of Account Content.

6 Third-Party Services and Content.

All transactions using our Services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge that we are not responsible for such content or services. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

7 Representations by You.

You represent and warrant to us that you own or have a license to rights of all Account Content including permission to use the image of any person in the Account Content sufficient for us to provide the Services.

8 Our Warranty.

We warrant to you that the Services (a) will perform materially in accordance with descriptions provided in current Service offerings, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training and experience to perform the Services, and (c) will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Services are solely for the benefit of you, are not transferable, and are null and void if you breach any term or condition of these Terms.

THE SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING ACCOUNT CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO EVIDENCE.COM; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE OR SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE SERVICES. AXON DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO EVIDENCE.COM.

9 Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THE SERVICES OR YOUR USE OF

OR ACCESS TO THE SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY ACCOUNT CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL BE LIMITED TO \$500.

10 Changes to the Terms of Use.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately and apply to all access to and use of the Website thereafter. Your continued use of the Services following Axon's written notice which may be via electronic mail, of revised Terms means that you accept and agree to the changes.

11 Miscellaneous.

11.1 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.2 Notice.

a. To You. We may provide any notice to you under these Terms by: (i) posting a notice on the Evidence.com website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you access, or have access, to the email.

b. To Us. To give us notice under these Terms, you must contact us by (i) email transmission to contracts@axon.com; or (ii) personal delivery, overnight courier or registered or certified mail to Axon Enterprise, Inc., ATTN: Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the address for notices to us by posting a notice on the Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent.

c. Language. All communications and notices to be made or given pursuant to these Terms must be in the English language.

11.3 Assignment. You may not assign or otherwise transfer any of your rights and obligations under these Terms without the prior written approval of us.

11.4 No Waivers. The failure by either party to enforce any provision of these Terms will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with Section 10.2 to be effective.

11.5 Severability. These Terms are contractual and not a mere recital. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of the Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of the Terms will remain in full force and effect.

11.6 Governing Law; Venue. The laws of the state of Arizona, without reference to conflict of law rules, govern these Terms and any dispute between the parties. Any dispute relating in any way to the Services or these Terms must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to these Terms. You agree that any cause of action arising out of or related to the Services must be commenced within one (1) year after the cause of action accrues; otherwise, the cause of action is permanently barred.

11.7 Entire Agreement. These Terms, including Axon's privacy policy (available at <http://www.axon.com/privacy-policy>), is the entire agreement between you and Axon regarding your use of the Services. These Terms do not apply to your use of the Evidence.com Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and Axon, whether written or verbal, regarding the subject matter of these Terms.
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