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## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("**NDA**") is entered into and made effective as of the last date of signature below ("**Effective Date**") by and between AXON ENTERPRISE, INC., a corporation organized under the laws of the State of Delaware, U.S.A., having its principal place of business at 17800 North 85th Street, Scottsdale, Arizona 85255, U.S.A., ("**Axon**") and the party identified on the last page of this NDA ("**Company**"), also referred to herein each individually as "**Party**" and collectively as "**Parties**."

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, each Party, intending to be legally bound, hereby agrees as follows:

1. **Purpose.** In connection with SPokane Police Department ("**Purpose**"), each Party acknowledges that Company ("**Receiving Party**") desires to receive from Axon ("**Disclosing Party**") certain information relevant to and solely for the Purpose, subject to and in accordance with this NDA.

2. **Definition of CI.** The term "**CI**" means all confidential, non-public and proprietary information of Disclosing Party disclosed to Receiving Party that: (a) Disclosing Party conspicuously marks as "confidential" at the time of disclosure; or (b) Receiving Party knows, or reasonably should know, that such information of Disclosing Party is intended to be kept confidential based upon the circumstances under which disclosure was made. Without limiting the generality of the foregoing, CI may include, without limitation: (i) matters of a technical nature such as materials, models, devices, products, trade secrets processes, techniques, data, formulas, inventions (whether or not patentable), specifications, and characteristics of products (whether or not developed); (ii) research subjects, methods and results; (iii) information with respect to Disclosing Party's business, including, without limitation, information about costs, margins, pricing policies, markets, sales, suppliers, customers, know-how, ideas, deal terms, product plans, and marketing plans and strategies; (iv) recorded communication; (v) all notes, analyses, summaries and other material containing or referencing Disclosing Party's CI and prepared by or for Receiving Party; (vi) this NDA; (vii) the fact that the Parties are discussing a proposed transaction in connection with the Purpose; and (viii) all other information of a similar nature that is not generally publicly disclosed. All CI is confidential, proprietary, or valuable trade secret information of Disclosing Party. CI may be furnished in any tangible or intangible form, including, without limitation, writings, drawings, computer tapes and other electronic media, samples and verbal communications.

3. **Term; Exclusions.** This NDA shall be in effect for a period of three (3) years from the Effective Date, unless earlier terminated by either Party immediately upon notice to the other Party. The obligations of confidentiality and limitations of use hereunder continue beyond termination of this NDA; provided, however, Receiving Party will not be liable for any disclosure of CI or further restriction on use where the same information: (i) was in the public domain at the time it was disclosed or later comes within the public domain, except through acts or omissions of Receiving Party and proof that the information was in the public domain is supported by sufficient independent documentary evidence; (ii) was known to or lawfully in the possession of Receiving Party at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt; (iii) was or is developed independently by Receiving Party without any reference or access to, or use of, Disclosing Party's Confidential Information and such development is supported by sufficient independent documentary evidence; (iv) is approved for the release by written authorization of Disclosing Party; (v) becomes known to Receiving Party from a source other than Disclosing Party without an obligation of confidentiality and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt; or (vi) is disclosed to third parties by Disclosing Party without restriction. Notwithstanding the foregoing, Receiving Party's obligations with respect to CI that is considered a "trade secret" shall remain subject to the confidentiality obligations set forth herein for as long as such CI remains a trade secret as such term is defined in Arizona Revised Statutes § 44-401, as may be amended from time to time.

4. **Non-Disclosure; Safeguarding.** Receiving Party agrees not to disclose Disclosing Party's CI for any purpose other than the Purpose or for evaluating a possible business relationship between the Parties related to the Purpose. Receiving Party agrees, with respect to Disclosing Party's CI, to: (a) protect and safeguard the confidentiality of CI with at least the same degree of care, but no less than a commercially reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of CI, as Receiving Party uses to protect its own confidential or proprietary information of a like nature; (b) not use, or permit to be accessed or used, CI for any purpose other than the Purpose, including, without limitation, in any manner to Disclosing Party's detriment, including, without limitation, to reverse engineer, disassemble, decompile or design around Disclosing Party's proprietary services, products and/or

intellectual property; (c) not disclose any CI to any person or entity, other than to Receiving Party's employees who: (i) need to know CI to assist Receiving Party, or act on its behalf, in relation to the Purpose or to comply with its obligations under this NDA, (ii) are informed in writing by Receiving Party of the confidential nature of CI, and (iii) are subject to confidentiality duties or obligations to Disclosing Party that are no less restrictive than the terms and conditions of this NDA; and (d) not disclose any CI to any third parties or non-employees. Notwithstanding the foregoing, Receiving Party is and remains liable and responsible for the obligations of its directors, officers, employees and agents.

**5. No Warranty; Ownership; Relationship of Parties.** Disclosing Party makes no representation or warrant as to the accuracy or completeness of any CI. CI disclosed hereunder is provided "as is." CI disclosed hereunder is and shall remain the sole and exclusive property of Disclosing Party. No license, right, or authorization to use other than for the Purpose, express or implied, is conveyed or granted to Receiving Party for any invention, patent, copyright, know-how, trade secret, other intellectual property right or application thereof. Disclosing Party makes no representation that any type of joint venture or other business relationship related to the Purpose, CI, or any other matter will be concluded between the Parties. Any agreement between the Parties as to any existing or future business activities is or will be set forth in other or subsequent written agreements, respectively. Nothing in this NDA will be construed as obligating either Party to disclose any information. The decision of whether to disclose any information and which information to disclose, if any, shall be made by Disclosing Party in its sole discretion. This NDA does not create any agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.

**6. Destruction; Archival.** Upon termination of this NDA or upon the written request of Disclosing Party at any time, Receiving Party will promptly deliver to Disclosing Party all of Disclosing Party's CI, as well as, all documents, media, and items comprising or embodying CI and any other documents or things belonging to Disclosing Party that may be in Receiving Party's possession. Receiving Party agrees that it will make no copies, electronic, paper or otherwise, of any CI received from Disclosing Party without Disclosing Party's prior written authorization. Except as required by law or regulation, Receiving Party will not retain any copies of or notations from CI, and will certify in writing to Disclosing Party that such copies have been destroyed; provided, however, Receiving Party may retain copies of CI on backup or other storage devices for archival or other disaster recovery purpose as required by law or consistent with a reasonable company archival policy, for use solely in the event a dispute arises hereunder and only in connection with such dispute. For purposes of clarity, the obligations contained in this NDA, including, without limitation, confidentiality and non-disclosure obligations, will survive termination of this NDA with respect to CI archived pursuant to this Section.

**7. Disclosures Required by Law.** Any disclosure by Receiving Party or its employees of any CI pursuant to applicable federal, state or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction ("**Legal Order**") is subject to the terms of this Section. Prior to making any such disclosure, Receiving Party will make commercially reasonable efforts to provide Disclosing Party with: (a) prompt written notice of such requirement so that Disclosing Party may seek a protective order or other remedy; and (b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Receiving Party remains subject to a Legal Order to disclose CI, Receiving Party may disclose, and, if applicable, may require its employees or other persons to whom such Legal Order is directed to disclose, no more than that portion of CI which, on the advice of Receiving Party's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such CI will be afforded confidential treatment.

**8. Export.** The Parties acknowledge that CI may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of CI. Receiving Party agrees that it will neither attempt to nor knowingly export or re-export CI to any country without first having obtained all necessary approvals. The Parties acknowledge that granting persons not citizens or permanent residents of the U.S. access to CI can be considered a "deemed export," and Receiving Party agrees to take proper and necessary action to comply with all applicable laws regarding the use and disclosure of CI, including, without limitation, obtaining all necessary approvals for exporting CI.

**9. Breach.** The Parties agree that a breach or threatened breach of the obligations of this NDA is likely to cause irreparable harm to Disclosing Party and that money damages alone would be inadequate as a remedy for a

breach of such obligations. Therefore, each Party agrees not to object to Disclosing Party seeking injunctive relief or any appropriate decree of specific performance for any actual or threatened breach or violation by Receiving Party (or its authorized recipients) with the necessity of Disclosing Party showing actual damages or that monetary damages would not afford an adequate remedy. In the event Disclosing Party seeks such injunctive relief of any provision of this NDA, Receiving Party agrees to waive and hereby does waive any requirement that Disclosing Party post a bond or any other security. The provisions of this Section do not limit or otherwise affect the right of Disclosing Party to pursue any other remedies available to Disclosing Party for a breach or threatened breach, including recovery of monetary damages from Receiving Party, its employees or former employees. Each Party agrees to indemnify the other Party for any costs, losses, damages, injunctive relief, and expenses, including, without limitation, reasonable attorneys' fees, suffered by the other Party as a result of a breach of the other Party's obligations in this NDA.

**10. Choice of Law; Venue.** This NDA and all disputes arising hereunder will be governed by the laws of the State of Arizona without reference to conflict of laws principles. Venue for any controversy or proceeding arising hereunder shall be laid in the in the applicable state or federal courts located in Maricopa County, Arizona. Each Party hereby irrevocably accepts and submits to the exclusive *in personam* jurisdiction of such court. The prevailing Party in such controversy or proceeding shall be entitled to receive all damages and costs incurred by such prevailing Party, including, without limitation, reasonable attorneys' fees.

**11. Miscellaneous.** Any reference herein to either Party shall also include such party's Affiliates. For purposes of this NDA, an "**Affiliate**" of a Party shall mean any entity that controls or is controlled by, or is under common control of, such Party. For purposes of this NDA, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity. Company acknowledges that Axon is a publicly-traded company listed on the Nasdaq Stock Market, and therefore agrees that Axon's CI may not be used as a basis for trading in Axon's stock by Company or its representatives. This NDA may not be assigned without the prior written consent of the other Party and any assignment in violation of this shall be null and void. No waiver of any right or obligation under this NDA shall be effective unless in writing and signed by an authorized representative of the Party intended to be bound. This NDA contains the entire agreement and understanding of the Parties with respect to the subject matter of this NDA, and supersedes all prior agreements or understandings, whether oral and written, with respect to such subject matter. This NDA may only be modified or amended in a writing, signed by an authorized representative of each Party. If for any reason a court of competent jurisdiction determines that any provision of this NDA is unenforceable, the remainder of this NDA shall continue in full force and effect.

IN WITNESS WHEREOF, each Party, by and through its respective authorized representative, has duly executed and delivered this NDA as of the Effective Date.

**AXON:**

AXON ENTERPRISE, INC., a corporation  
organized under the laws of the State of Delaware,  
U.S.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY:**

\_\_\_\_\_, a \_\_\_\_\_  
organized under the laws of \_\_\_\_\_  
\_\_\_\_\_

By: C. R. M. U.  
Name: Craig M. U.  
Title: Chief  
Date: March 4, 2019

Principal Place of Business:  
1100 W. Mallon  
Spokane, WA 99260

