



## Training Materials Licensing Agreement

By your use of the TASER Training Materials you agree to the terms of this Training Materials License Agreement (“**Agreement**”). The TASER Training Materials are owned by Axon Enterprise, Inc. (“**Axon**”) and are protected by copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon. **USE OF THE TASER TRAINING MATERIALS IS SUBJECT TO THE TERMS SET FORTH BELOW. USING THE TASER TRAINING MATERIALS INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO COPY OR USE THE TASER TRAINING MATERIALS AND YOU MUST IMMEDIATELY DISCONTINUE ALL USE OF THE TASER TRAINING MATERIALS.**

### Background

1. Axon is a manufacturer of various TASER brand products. Axon also provides training services and other services under the brand “TASER.” By distributing Training Materials, Axon intends to educate individuals in the use of Axon products and services, as well as enable qualified individuals to perform TASER brand training and other services.
2. Axon values the Training Materials, having developed them at its own expense over a period of several years. Axon values the good will generated by keeping the Training Materials up to date and by distributing the Training Materials under its brands. Axon values its brands associated with the Training Materials, including brands associated with its products and brands associated with its training and other services.
3. Axon established various certifications to recognize individuals who have met standards for education and skill and for maintaining current education and skill. Education that meets various TASER certification standards includes warnings about risk of injury and Axon seeks to ensure that certified individuals are aware of current TASER product warnings.
4. End users of Axon products, instructors, and training organizations for distance-learning benefit from education based on the Training Materials, the organization and quality of the Training Materials, Certificates recognizing education based on the Training Materials, as well as, the source identification, function, and good will associated with Axon Trademarks.
5. End users of Axon products, instructors, and training organizations for distance-learning, through possible misuse of Training Materials, Certificates or Axon Trademarks, can diminish the value of the Training Materials, Certificates or Axon Trademarks. Axon seeks to identify and prohibit actions by end users, instructors, and training organizations that could diminish the value of the Training Materials, Certificates or Axon Trademarks.

### Terms and Conditions

This Agreement contains the terms and conditions that govern your access to and use of the TASER Training Materials and is an agreement between Axon Enterprise, Inc. (**Axon, we, us, or our**) and you or the entity you represent (**Agency, you, or your**). See Section 21 for definitions of certain capitalized terms used in this Agreement.

1. **License Grant.** Axon grants to you a non-exclusive, nontransferable, non-assignable, royalty free, non-divisible, and personal right, privilege, and license within the Territory as follows, to the:
  - a. **Licensee who is a Licensed End User to:**
    - (1) store for personal reference one copy of the Training Materials or Modified Materials associated with your education; and
    - (2) announce the service mark “TASER” exclusively in connection with operating a TASER CEW.

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- b. Licensee who is a Certified Instructor providing training not-for-profit to:**
- (1) exercise all of the rights of a Licensed End User;
  - (2) use the trademark "TASER" in connection with educational services provided the training conforms to the TASER Certification Standard;
  - (3) prepare, copy, store, and distribute Promotional Material;
  - (4) have Merchandise made and distribute Merchandise exclusively to Licensees; however, distribution must be at cost without profit;
  - (5) copy, store, and present Training Materials exclusively for personally training users to become Licensed End Users;
  - (6) distribute Training Materials only to Licensed End Users trained by the Certified Instructor and to the Certified Instructor's employer;
  - (7) prepare, copy, store, and present Modified Materials exclusively for personally training users to become Licensed End Users;
  - (8) distribute Modified Materials only to Licensed End Users trained by the Certified Instructor and to the Certified Instructor's employer; and
  - (9) provide a User's Certificate to an end user who has met the appropriate TASER Certification Standard for education and skill.
- c. Licensee who is a Certified Advanced Instructor providing training not-for-profit to:**
- (1) exercise all of the rights of a Certified Instructor;
  - (2) copy, store, and present Training Materials exclusively for personally training Instructors seeking certification provided that the Advanced Instructor and the Instructors seeking certification have the same employer for purposes beyond the scope of the training materials;
  - (3) distribute Training Materials only to Instructors trained by the Certified Advanced Instructor;
  - (4) prepare, copy, store, and present Modified Materials exclusively for personally training Instructors seeking certification;
  - (5) distribute Modified Materials only to Instructors trained by the Certified Advanced Instructor; and
  - (6) provide a Teaching Certificate to an Instructor who has met the appropriate TASER Certification Standard for education and skill.
- d. Licensee who is a Certified Master Instructor providing training not-for-profit to:**
- (1) exercise all the rights of an Advanced Instructor;
  - (2) copy, store, and present Training Materials exclusively for personally training Instructors and Advanced Instructors seeking certification;
  - (3) distribute Training Materials only to Instructors and Advanced Instructors trained by the Certified Master Instructor;
  - (4) prepare, copy, store, and present Modified Materials exclusively for personally training Instructors and Advanced Instructors seeking certification;
  - (5) prepare and have prepared Modified Materials for Localization;
  - (6) distribute Modified Materials only to Instructors and Advanced Instructors trained by the Certified Master Instructor; and
  - (7) provide a Teaching Certificate to Instructors and Advanced Instructors who have met the appropriate TASER Certification Standard for education and skill.
- e. Licensee who is a Certified Senior Master Instructor providing training not-for-profit to:**
- (1) exercise all of the rights of a Certified Master Instructor;
  - (2) copy, store, and present Training Materials exclusively for personally training Master Instructors seeking certification;
  - (3) distribute Training Materials only to Master Instructors trained by the Certified Senior Master
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Instructor;

- (4) prepare, copy, store, and present Modified Materials exclusively for personally training Master Instructors seeking certification;
- (5) distribute Modified Materials only to Master Instructors trained by the Certified Senior Master Instructor; and
- (6) provide a Teaching Certificate to a Master Instructor who has met the appropriate TASER Certification Standard for education and skill.

**f. Licensee who is a Certified Training Organization For Distance-Learning (“Organization”)**  
to:

- (1) use the trademark “TASER” in connection with educational services;
- (2) copy, store, and present Training Materials exclusively for training Licensed End Users or Instructors seeking certification through the Organization;
- (3) distribute Training Materials only to Licensed End Users or Certified Instructors trained by the Organization;
- (4) prepare, copy, store, and present Modified Materials exclusively for training Licensed End Users or Instructors seeking certification through the Organization;
- (5) prepare and have prepared Modified Materials for Localization;
- (6) distribute Modified Materials only to Licensed End Users or Certified Instructors trained by the Organization;
- (7) provide a User’s Certificate to an end user who has met the appropriate TASER Certification Standard for education and skill; and
- (8) provide a Teaching Certificate to an Instructor who has met the appropriate TASER Certification Standard for education and skill.

**g. Licensee who is a Network Operator for the benefit of a Licensed End User, Certified Instructor, Certified Advanced Instructor, Certified Master Instructor, Certified Senior Master Instructor, or Organization to:**

- (1) store a copy of the Training Materials and Modified Materials;
- (2) limit access to the Training Materials and Modified Materials with the same care used to protect the confidential information owned by Licensee; and
- (3) provide access to the Training Materials and Modified Materials only to users of the network.

**2. License Limitations.** The license grants above are further limited as follows:

**a.** The license grant is only for the provision of not-for-profit training as it relates to those Licensees authorized to provide training services as described in Section 1 above. This license does not grant any right to use the Training Materials or Modified Materials on a for-profit basis or for a Licensee or Licensee agency or organization to obtain a monetary profit for conducting training with the Training Materials or Modified Materials.

**b.** Each Organization must present to every student, and require acceptance of the terms of this Agreement prior to permitting access to the Training Materials or Modified Materials.

**c.** Licensee agrees not to provide the Training Materials, Modified Materials, photographs, videos, Merchandise, or Certificates permitted by this Agreement to manufacturers, distributors, or trainers of CEWs not marketed by Axon.

**d.** Training Materials are the exclusive property of Axon and possession of a copy by a Licensee does not entitle the Licensee to copy or distribute the materials except under the terms of this Agreement, a valid public records request, subpoena, or court order.

**e.** A Licensee having a right to present or display Training Materials or Modified Materials must ensure that all individuals having access to the presentation or display are aware that acceptance of the terms of this Agreement is a prerequisite to review or access to the Training Materials, Modified



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Materials and the offer of a Certificate.

f. Use of Axon Trademarks by Licensee inures exclusively to the benefit of Axon. A Licensee must not misuse a Axon Trademark. Some guidance for avoiding misuse of an Axon Trademark is provided by Axon via one or more of its websites, including [www.axon.com](http://www.axon.com). Axon reserves the right to modify and change guidance and information in its Trademark Guidelines at any time and in its sole discretion. Guidance provided by Axon is not complete and may not be appropriate for the use contemplated by the Licensee. Licensee waives any right or benefit for relying on guidance offered by Axon. A Licensee seeking guidance to avoid misuse must rely on its own trademark counsel.

g. Use of an Axon Trademark must be exclusively for the identification of the source of a product or service marketed by Axon. Reference to a CEW as a "taser" is prohibited. Reference to an Axon product by its model name is acceptable (e.g., X26P or X2) notwithstanding Axon's trademark rights in the model name as a trademark.

h. Co-Branding is limited to use of the trademark "Axon" with an additional trademark being a graphic symbol. The trademark "Axon" must not be incorporated into a graphic symbol.

i. On expiration or revocation of a Teaching Certificate, the license grants to the Licensee under this Agreement immediately terminate. The former Licensee must ensure that copies and information related to Training Materials, Modified Materials, Promotional Materials, Merchandise, and Teaching Certificates are destroyed, placed in the care of a Licensee having sufficient rights, or maintained only for record keeping purposes. The former Licensee must not continue the ordinary use of Merchandise and Teaching Certificates received. The former Licensee must not transfer by gift, sale, or rent the Merchandise.

j. Licensee is prohibited from granting any sublicenses under this Agreement.

k. All versions and copies of Modified Materials must include a rights acknowledgement statement that the derivation is under license from Axon.

l. All versions and copies of Modified Materials must include all operating instructions, safety instructions, and warnings that apply within the scope of the TASER Training Materials.

m. In Modified Materials and Promotional Materials, Licensee agrees to identify all photographs, videos, and other excerpts from the Training Materials as used with permission from Axon.

n. All merchandise must be labeled before distribution: "Distributed under license from Axon Enterprise, Inc."

**3. Ownership.** Except as provided in this Agreement, all rights to the TASER Training Materials belong to Axon. Your license confers neither title to nor ownership in the TASER Training Materials and is not a sale of any rights in Axon.

**4. Use of "TASER Training" Mark.** The "TASER Training" trademark (including both the words "TASER Training" and the "TASER Training" graphic logo) and the Bolt on Shield logo may not be used in advertising Licensee's training class unless the training class is coordinated directly with Axon. A training class is coordinated with Axon if the Licensee has received material from Axon written specifically for the Licensee's training course, if Axon has worked with Licensee in developing the training class, or if Axon personnel are directly involved in teaching the class.

**5. Obligation to Furnish Materials Created by Licensee.** Licensee agrees to supply to Axon one copy of each of the following made or used under this Agreement upon request from Axon: any original or future version of Licensee's CEW training materials derived from the Training Materials; one copy of each photograph or video used in Modified Materials; one copy of each blank Certificate; one copy of each form bearing a Axon Trademark; URLs (and access rights) used for promotion and/or education; and one photograph of each Merchandise item bearing a Axon Trademark.



**6. Volunteer Exposure.** Licensee understands that Axon does not require a TASER CEW exposure for instructor or end user Certification. Any person who volunteers to experience a TASER CEW exposure must sign the current Axon release form prior to exposure. Licensee is responsible for ensuring that all forms are properly filled out and signed by each volunteer, for keeping the original forms, and for mailing or faxing completed copies to Axon at the fax number listed on the form.

**7. Use of the Word “taser” in Presentations.** Licensee in its Modified Materials and verbal instruction must refer to a weapon that uses electric current to cause pain or incapacitation as an ECD (electronic control device), CEW (conducted electrical weapon), or similar descriptive phrase; not as a “taser.” Licensee must not use “taser” in any generic sense to describe a particular technology, but must instead refer to the technology used by a TASER CEW as described in the TASER Products Glossary. Because TASER is an acronym, it must always be written in all capital letters.

**8. Restrictions on Making Copies of Materials.** Except as provided in Sections 1 and 2 of this Agreement, Licensee agrees not to place a copy of the Training Materials or the Modified Materials onto a Simulation Device or use a Simulation Device to display a copy of the Training Materials or the Modified Materials without the prior express written consent of Axon.

**9. Reversion of Goodwill to Axon.** Licensee recognizes the great value of the goodwill associated with Axon Trademarks appearing in the Training Materials and Modified Materials and acknowledges that all rights therein and goodwill pertaining thereto belong exclusively to Axon and that the Axon Trademarks are distinctive in the mind of the public. Licensee agrees that it will not during the term of this Agreement or thereafter attack the validity of the trademarks or any title or other rights of Axon in and to the Axon Trademarks.

**10. Other Quality Control Requirements.** Licensee acknowledges the right of Axon to review and determine for purposes of this Agreement whether the quality of the services rendered by the Licensee under any Axon Trademark are adequate and suitable for licensing and/or certification.

**11. Term.** This Agreement continues in full force until such time as (1) Axon releases a new version of the Training Materials, which automatically terminates all licenses to earlier Training Materials, or (2) the Licensee’s Teaching Certificate expires or is revoked.

**12. Termination.**

**a. Training Certification Revocation.** Axon reserves the right to revoke or suspend any instructor certification issued by Axon, including for Certified Instructor, Certified Advanced Instructor, Certified Master Instructor, and Certified Senior Master Instructor, at any time and for any reason at Axon’s sole discretion. The following actions result in immediate, automatic (without notice or action) certification revocation: (1) failure to comply with Axon’s training program requirements, and (2) making safety representations inconsistent with Axon’s current product warnings.

**b. Early Termination.** In the event the Licensee breaches or foreseeably will breach any provision of this Agreement, Axon may give written notice of cancellation to the Licensee, and this Agreement will be terminated effective upon receipt of the notice of cancellation. On termination of this Agreement for any reason, Licensee will provide within 30 days reasonable assurances to Axon that all uses of Training Materials, Modified Materials, Promotional Materials, Merchandise, Certificates, and their derivatives are discontinued; that all photographs and videos created under this Agreement are no longer available for viewing; and that all inventory of co-branded merchandise is destroyed.



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**c. Effect of Termination.** Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Axon Trademarks and any term confusingly similar thereto. All rights in the marks, in Axon's other names and marks, and the goodwill connected thereto, will remain the property of Axon. Licensee acknowledges that any failure to cease using the Axon Trademarks at the termination or expiration of this Agreement, or any violation or breach by Licensee of this Agreement or failure to abide by any of the terms of this Agreement, will result in immediate and irreparable damage to Axon. Licensee acknowledges and admits that there is no adequate remedy at law for the failure to cease use of the Axon Trademarks, and Licensee agrees that in the event of such failure, Axon is entitled to equitable relief by way of temporary, preliminary, or permanent injunction and such other relief as any court with jurisdiction may deem just and proper.

**13. Representations and Warranties by Axon.** Axon represents and warrants to Licensee that: (a) it is the owner of the Axon Trademarks; (b) it has the full right, power and authority to enter into this Agreement and to perform the acts required of it; and (c) the execution of this Agreement by Axon, and the performance by Axon of its obligations and duties, do not and will not violate any other agreement to which Axon is a party and is otherwise bound.

**14. Representations and Warranties by Licensee.** Licensee represents and warrants to Axon that: (a) Licensee has the full right, power and authority to enter into this Agreement and to perform the acts required of it; and (b) the acceptance of this Agreement by Licensee, and the performance by Licensee of its obligations and duties, do not and will not violate any other agreement to which Licensee is a party or by which it is otherwise bound.

**15. Release from Third-Party Claims.** Licensee agrees to release Axon from any and all claims by third parties for copyright infringement against a Licensee for the preparation of Modified Materials that contain additional information or materials from third-parties and which infringe on the rights of the third party.

**16. Warranty Disclaimer.** THE TRAINING MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES EXPRESS OR IMPLIED, AND AXON SPECIFICALLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

**17. Indemnification.** In consideration of the use of the Training Materials, Licensee, its agents, employees, and directors release Axon, its agents, employees and directors from any and all liability, claims and litigation associated with or arising from Licensee's use of the Training Materials, Modified Materials, Promotional Materials, and Merchandise. In the event that Licensee is in breach of the Agreement, presents Modified Materials, and/or it is alleged that Licensee was negligent in conducting training under this Agreement, Licensee will indemnify and hold Axon harmless from any and all liability, claims, and litigation asserted against Axon associated with or arising from such acts or conduct.

**18. Limitation of Remedy.** IN NO EVENT WILL AXON BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF AXON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE AND EXCLUSIVE REMEDY PROVIDED HEREIN. IN STATES



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PROHIBITING THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

**19. Relationship.** The relationship between Axon and Licensee established by this Agreement is that of vendor and purchaser, and it is not that of principal and agent. The parties to this Agreement are independent contractors and neither party to this Agreement is authorized by anything contained in the Agreement to enter into any contract or to make any agreement or commitment, express or implied, with third parties binding on or obligating the other party. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever. Under no circumstances will Licensee legally bind Axon in any manner or hold itself out as an employee or agent of Axon with legal authority to bind Axon.

**20. Insurance.** By using the Training Materials you agree that you are covered under your own insurance and worker's compensation policies.

**21. Formal Matters.**

**a. Acceptance.** Participating in a live training class based on the Training Materials or Modified Materials and accepting a User's Certificate or a Teaching Certificate constitutes acceptance of all terms of this Agreement. Activating a distance-learning course based on the Training Materials or Modified Materials and being issued a User's Certificate or Teaching Certificate constitutes acceptance of all terms of this Agreement. Knowingly accepting responsibility for the storage of a copy of the Training Materials or Modified Materials constitutes acceptance of all terms of this Agreement under a Licensed Network Operator for the duration of reasonable access to the stored copy.

**b. Waiver.** No waiver of any term of this Agreement, or delay by a party in enforcing any term, will be deemed to be a continuing waiver of the term or of any other term of this Agreement. No delay or failure of Axon to terminate this Agreement for breach or default will be deemed a waiver of the right to do so for that or any subsequent breach or default or for the persistence in a breach or default of a continuing nature.

**c. Entire Agreement; Modification.** This Agreement contains all the terms and conditions agreed on by the parties as they relate to the Training Materials and supersedes, cancels, and replaces all previous understandings or agreements, written, oral, or implied, relevant to the Training Materials made or existing before the date of this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties.

**d. Choice of Law.** The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State of Arizona, U.S.A., without regard to its choice-of-law provisions. The parties agree that in the event any action is commenced in connection with this Agreement, venue for the action or proceeding is proper only in a court of competent jurisdiction located in Maricopa County, Arizona, U.S.A.

**e. Successors.** The obligation of the Licensee as to Termination and expiration of Certification under this Agreement are binding upon the successors, assigns, divisions, subsidiaries, or affiliates of the Licensee.

**f. Notice.** All notices required must be sent Federal Express, UPS, or certified mail, return receipt requested, postage prepaid to the last known address of the party, and are deemed to have been given on the date when received by the other party, provided, however, that each party may from time to time change the address to which notices are to be sent by giving written notice of such change to the other party or in the case of Axon by listing its address on its publically available websites.

**g. Severability.** This Agreement is contractual and not a mere recital. Sections 2, 3, and 12–21 will continue in force and effect after termination of this Agreement. If any part of this Agreement is held



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indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. Should any court determine that for any agreement or covenant to be effective that it must be modified to limit its duration, geographic area, or scope, the parties will consider that agreement or covenant to be amended or modified with respect to duration and scope so as to comply with the orders of the court.

**h. Assignment.** Licensee must not, by operation of law or otherwise, assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of Axon.

**i. Definitions.** In addition to the terms defined in the text of this Agreement, the following capitalized terms have the following meanings:

**(1) "Certified End User"** means an individual who is currently certified to use a TASER brand CEW and who possesses and maintains a current TASER End User Certification for the specific product model they are using and is required to be fully compliant with Axon's most current training requirements and materials.

**(2) "Certified Instructor"** means an individual who is currently certified to teach and certify End Users and who possesses and maintains a current TASER Instructor Certification for the specific product model they are teaching, demonstrating, or using and is required to be fully compliant with Axon's most current training requirements and materials.

**(3) "Certified Advanced Instructor"** means an individual who is currently certified to teach and certify End Users and Instructors in their own agency, and who possesses and maintains a current TASER Advanced Instructor Certification for the specific product model they are teaching, demonstrating, or using and is required to be fully compliant with Axon's most current training requirements and materials.

**(4) "Certified Master Instructor"** means an individual who is currently certified to teach and certify End Users, Instructors and Advanced Instructors and who possesses and maintains a current TASER Master Instructor Certification for the specific product model they are teaching, demonstrating, or using and is required to be fully compliant with Axon's most current training requirements and materials.

**(5) "Certified Senior Master Instructor"** means an individual who is currently certified to teach and certify End Users, Instructors, Advanced Instructors, and Master Instructors and who possesses and maintains a current TASER Senior Master Instructor Certification for the specific product model they are teaching, demonstrating, or using and is required to be fully compliant with Axon's most current training requirements and materials.

**(6) "Certified Training Organization For Distance-Learning"** means an organization under separate agreement with Axon for promoting and performing TASER brand training via web based services.

**(7) "Co-Branded"** means preparing, copying, storing, distributing, and/or presenting an Axon Trademark and an additional trademark owned by you or your employer. The Axon Trademark must be distinct from the additional trademark, each making its separate commercial impression. The Axon Trademark must be of equal or greater visual impact. The additional trademark must not visually preempt the Axon Trademark.

**(8) "Conducted Electrical Weapon (CEW)"** is a product marketed by Axon having the capability of using an electrical circuit to affect a subject.

**(9) "Distribute"** means, for printed media and general Merchandise, hand out, deliver, or have delivered; and means, for electronic media, provide access for any purpose or have access provided for any purpose.

**(10) "Localization"** means preparing and presenting Training Materials in a language other than English.

**(11) "Merchandise"** means Co-Branded clothing, plaques, patches for clothing, and pins worn





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or displayed to refer to Certification under the terms of this Agreement. Merchandise must not be used in place of a User's Certificate or Teaching Certificate.

**(12) "Modified Materials"** means information in printed or electronic form directed to education regarding the use of one or more Axon products that incorporates your own developed training materials (e.g. Agency use of force policies and CEW guidance) with the current **unmodified** TASER Training Materials (e.g. full PowerPoint presentation on model being taught, product warnings, and liability release form). Modified Materials may be Co-Branded. Modified Materials must: (a) convey information deemed solely by Axon to be sufficient to meet an applicable TASER Certification Standard; (b) contain all operation instruction, safety instruction, and warnings presented in the TASER Training Materials; and (c) present the information and instructions and warnings in the same context with the same visual emphasis as used in the TASER Training Materials. If the Modified Materials have a scope that includes fewer than all Axon products, the Modified Materials may omit product specific information that is solely applicable to a product that is not within the scope. Modified Materials may include photographs and video where one or more TASER Trademarks are apparent, provided the depiction does not dilute, blur, or tarnish the TASER Trademark or good will associated with the TASER Trademark. Modified Materials when not Co-Branded must prominently include at least one TASER Trademark.

**(13) "Network Operator"** means an individual or organization who maintains a computer system or an intranet on which a copy of the TASER Training Materials or Modified Materials is stored, copied or presented.

**(14) "Promotional Materials"** means information in printed or electronic form prepared, copied, stored, distributed or presented solely for the purpose of attracting interest in education that uses the Training Materials or Modified Materials. Promotional Materials may be Co-Branded. Promotional Materials when not Co-Branded must prominently include the trademark "Axon" used properly as a trademark.

**(15) "Simulation Device"** means a simulator for training a person in the operation of weapons including CEWs. The "Ti Training Lab" product produced by Ti Training is an example of a Simulation Device.

**(16) "TASER Certification Standard"** means information that establishes the quality of TASER brand training services and recommended course requirements. Axon does not certify use of force involving TASER products. Axon recommends to its customers, via Training Materials and other media, information such as product operation, product safety, and warnings that an employer of end users or a supervising agency of end users may, at the employer's or agency's sole discretion, incorporate into its employee training programs.

**(17) "Axon Trademark"** means any trademark or service mark owned by Axon or used by or on behalf of Axon in connection with products and services of Axon, whether or not registered in the Territory.

**(18) "Training Materials"** include, but are not limited to, the following materials created and provided by Axon: Training DVDs, online training modules, course outlines, checklists, worksheets, targets, drills and scenarios, guidelines, certification forms, tests and answer keys, PowerPoint presentations, videos, Training Bulletins, liability release forms, product manuals, product warnings, and all other associated training materials.

**(19) "Teaching Certificate"** means a printed page that identifies the scope of course instruction and the name of an individual who has successfully met, prior to receiving the Teaching Certificate, the TASER Certification Standard. Each Teaching Certificate must include this Agreement or incorporate this Agreement by reference to its title "Training Materials License Agreement," stating that acceptance of the Teaching Certificate binds the recipient to the terms of this Agreement as a Licensee of Axon. Teaching Certificates must state an expiration date after which the Teaching



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Certificate is no longer valid. Teaching Certificates may be Co-Branded and, when not Co-Branded, must prominently include the "Axon" Trademark.

**(20) "Territory"** means the country where the Licensee accepts this Agreement.

**(21) "User's Certificate"** means a printed page that identifies the scope of course instruction and name of an individual who has successfully met, prior to receiving the User's Certificate, the TASER Certification Standard. Each User's Certificate must include this Agreement or incorporate this Agreement by reference to its title "Training Materials License Agreement," stating that acceptance of the Certificate binds the recipient to the terms of this Agreement as a Licensee of Axon. User's Certificates must state an expiration date after which User's Certificate is no longer valid and must be Co-Branded.

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