



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION  
 P.O. BOX 1806  
 CONCORD, NH 03302-1806  
 603-271-5610 FAX: 888-908-6609  
 TDD ACCESS: 1-800-735-2964  
 www.nh.gov/nhdoc

HELEN E. HANKS  
 COMMISSIONER  
  
 PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

54

March 25, 2025

Her Excellency, Governor Kelly A. Ayotte  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a lease agreement with Axon Enterprise, Inc. (VC #176101), 17800 N. 85th Street, Scottsdale, AZ 85255 in the amount of \$2,099,998.84, for Axon TASER® 10 (T10) Energy Weapons, effective upon Governor and Executive Council approval through April 30, 2035. 100% General Funds.

Funds are available in FY 2025 and are anticipated to be available in FY 2026, FY 2027, FY 2028, FY 2029, FY 2030, FY 2031, FY 2032, FY 2033, FY 2034 and FY 2035, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Axon Enterprise, Inc.								
Account	Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
02-46-4660010-71010000-022-500257	Rent/Lease Non-Office Equipment	\$ 53,173.93	\$ 212,695.68	\$ 212,695.68	\$ 212,695.68	\$ 212,695.68	\$ 211,347.79	\$1,115,304.44
			FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	Total
02-46-4660010-71010000-022-500257	Rent/Lease Non-Office Equipment		\$ 207,304.08	\$ 207,304.08	\$ 207,304.08	\$ 207,304.08	\$ 155,478.08	\$ 984,694.40
<b>Total Contract Amount</b>								<b>\$2,099,998.84</b>

**EXPLANATION**

NHDOC is requesting a lease agreement with Axon Enterprise, Inc. The TASER® 10 integrates seamlessly with the Department's existing Axon body cameras, automatically uploading video and data. The TASER® 10 will also turn on all body cameras within a 30-foot radius, as soon as it is drawn from its holster. All NHDOC staff currently certified in the use of conducted energy weapons have received their training with TASER® technology, switching to a different technology would involve substantial costs and require extensive department-wide training, making it impractical. Additionally, the Department already has certified TASER® trainers ready to facilitate the deployment of this new technology in support of its mission to improve public safety throughout New Hampshire. We are focused on technology that creates efficiency with our staffing and operations. We recognize there are other manufacturers of conducted energy weapons but these other non-lethal CEWs do not provide for the seamless integration into our current operation deployment of body-worn cameras and evidence storage. NHDOC is requesting to lease 195 TASER® 10 Energy Weapons to enhance the current Axon body camera system.

Corrections is an inherently dangerous profession, with corrections law enforcement officers facing the threat of physical violence each day. Corrections officers are working day in and day out with inmates who may be experiencing intense frustration, mental health crises, and aggression, increasing the risk of sudden violence or targeted attacks. Makeshift contraband weapons are frequently found in the cells of inmates, examples of which we are including with this item.

A sample of contraband weapons found in our system recently are shown below:





Recently, a corrections officer in Massachusetts was stabbed twelve (12) times inside the Souza Baranowski Correctional Center, by an inmate who broke their state issued tablet, and used a metal strip inside the tablet to create a weapon. More information on this attack can be found here: <https://www.corrections1.com/officer-safety/shocks-the-conscience-video-shows-mass-inmates-attacking-correction-officers>. For these reasons, it is crucial that we equip our officers with all available tools, including TASERS®, to help them protect themselves and others.

The department has determined that entering a lease agreement for our Conducted Energy Weapon (CEW) needs is the most cost-effective and safest option. A ten-year lease agreement offers the department a \$1,099,421.81 discount, whereas a five-year lease agreement does not include any discount. This ten (10) year agreement includes all essential equipment to accompany the TASERS®, such as docking stations, holsters, magazines, battery packs, and wall mounts. Additionally, unlimited live

cartridges are provided throughout the duration of the agreement. The agreement also covers all staff training costs, which encompasses equipment and supplies like halt training suits, training cartridges, training magazines, TASER® Targets, target frames, and two vouchers for the master-level instructor certification.

TASER® Energy Weapons are highly suitable and effective for use within correctional facilities and align with the Department's goal of ensuring the safety of officers, non-sworn staff, and inmates. The decision to adopt the T10 model was made due to its advanced safety features. While the T7 model has a range of approximately twenty-five (25) feet and offers four chances to engage an individual, the T10 extends the range to 45 feet and provides ten (10) engagement opportunities, significantly improving safety and security for all staff and inmates. This lease will also increase the number of TASERs® available at each facility, ensuring that every housing unit has at least two. Additionally, the TASERs® will be used by transport teams to enhance safety in community settings, such as hospitals and medical appointments, where there are real safety risks for correctional staff.

TASERs® have a recommended lifespan of five (5) years, with malfunctions such as misfires and over-energizing typically occurring after that period. Axon guarantees the proper functioning of their TASERs® for the first five years and accepts liability for any instances where the TASER® does not perform as intended during that time. The structure of this agreement also ensures that staff will have access to the newest technology available, a sustained training model and the chance an officer may use an expired CEW is removed under this proposal. Under this agreement, the department will lease the T10 TASER® for the first five (5) years. In the sixth year, NHDOC will receive new T10 TASERs® or have the option to upgrade to the latest available TASER® model at the same price.

The New Hampshire Department of Corrections issued a Request For Proposal (RFP) to enter into a lease agreement for Axon TASER® 10 (T10) Energy Weapons. The RFP was posted on the Department of Administrative Services website: and New Hampshire Department of Corrections website: for four (4) consecutive weeks and notified seven (7) potential Vendors of the RFP posting. As a result of the publication, one (1) potential vendor responded by submitting a proposal. After the review and evaluation of the proposal and in accordance with the RFP terms and conditions, NHDOC awarded the contract, in the amount of \$2,099,998.84 to Axon Enterprise, Inc.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee which consisted of the following NHDOC employees: Helen Hanks, NHDOC Commissioner, Lisa Stone, Director, Financial Services and Michael Edmark, Training Administrator.

Respectfully Submitted,



Helen E. Hanks  
Commissioner

**Monica I. Mezzapelle**  
STATE TREASURER



**THE STATE OF NEW HAMPSHIRE**  
**STATE TREASURY**  
25 CAPITOL STREET, ROOM 121  
CONCORD, NH 03301  
(603) 271-2621 | FAX (603) 271-3922  
TDD Access: Relay NH 1-800-735-2984

April 3, 2025

Helen E. Hanks, Commissioner  
State of New Hampshire  
Department of Corrections  
64 South Street  
Concord, NH 03301

Dear Commissioner Hanks:

Pursuant to RSA 6:35, the State Treasurer is authorized to establish financing criteria to be met by any State agency or department before entering into leases for equipment. As part of this process, the State Treasury assesses whether the financing arrangement is reasonable, meets the requirements prescribed in RSA 6:35, and, if applicable, facilitates the filing with the United States Internal Revenue Service of information return for tax-exempt government obligations resulting from the lease transaction (RSA 6:36). The State Treasury, however, cannot opine on the financing terms or any contractual provisions under consideration.

We were asked to evaluate the reasonableness of a Lease Arrangement between the Department of Corrections (“Department”) and Axon Enterprise, Inc. that provides Conducted Energy Weapon TASER 10 (T10) equipment, supplies, and Certification Bundle Warranty for a ten-year period. The Department confirmed that there is enough funding available in the budget approved by the Legislature to cover the payments related to this transaction and submitted all pertinent information describing the terms and conditions of the agreement (i.e. lease agreement, pricing, payment schedule).

The State Treasury assessed the transaction and concurred with the Department that the Lease Arrangement appears reasonable. No information return for tax-exempt governmental obligations is to be filed with the United States Internal Revenue Service as this is not a tax-exempt capital financing lease.

Sincerely,

/s/ Monica I. Mezzapelle  
State Treasurer



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

**Bidders List**  
**CONDUCTED ENERGY WEAPONS**  
**NHDOC RFP 2025-14**

**PhaZZer LLC**  
Diana Robinson  
[sales@phazzerus.com](mailto:sales@phazzerus.com) and [Aliaphazzer1@gmail.com](mailto:Aliaphazzer1@gmail.com)  
833-742-9937

**Axon Enterprises Inc**  
Dustin Green  
[dgreen@axon.com](mailto:dgreen@axon.com)  
717-752-6354

**Streetwise Security Products**  
252-830-5577  
[Brandon@streetwisecurity.com](mailto:Brandon@streetwisecurity.com)

**Guard Dog Security**  
[info@guarddog-security.com](mailto:info@guarddog-security.com)  
888-800-8440

**Consolidated Electrical Distributors**  
Jason Maycock  
[jasonm@cedconcord.com](mailto:jasonm@cedconcord.com)  
[customerservice@cedconcord.com](mailto:customerservice@cedconcord.com)  
603-228-3785

**Home Security Superstore**  
800-616-5305  
[support@thehomesecuritysuperstore.com](mailto:support@thehomesecuritysuperstore.com) or [Sales@thehomesecuritysuperstore.com](mailto:Sales@thehomesecuritysuperstore.com)

**Deltek, Inc**  
[PublicRecords@deltek.com](mailto:PublicRecords@deltek.com)

---

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-785-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

Helen M. Hanks  
Commissioner

Lisa M. Stone  
Director

**Vendors Responded  
CONDUCTED ENERGY WEAPONS  
-NHDOC 2025-14**

Respondents:

1. Responded  
Axon Enterprise, Inc.  
17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255
  
2. No Bid  
Street Wise Safety Products  
235 F Forlines Road  
Winterville, NC 28590
  
3. No Response  
Phazzer LLC  
100 N Howard Street, Ste R  
Spokane WA 99201



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF THE COMMISSIONER

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

Helen M. Hanks  
Commissioner

Lisa M. Stone  
Director

**RFP Scoring Matrix**  
**CONDUCTED ENERGY WEAPONS**  
**NHDOC 2025-14**

Respondents Name & Address:

- Axon Enterprise Inc.  
17800 N. 85th Street  
Scottsdale, AZ 85255
- N/A

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 50 points
  2. Cost Proposal – 50 points

NHDOC 2025-14 RFP Scoring Matrix			
Evaluation Criteria	RFP Weight Point Value	Axon Enterprises Inc	N/A
Technical Proposal			
Technical	50	50	
Cost Proposal	50	50	
<b>Total</b>	<b>100</b>	<b>100</b>	

Contract Award: Axon Enterprises Inc.

---

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF ADMINISTRATION**

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-785-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

**Helen M. Hanks**  
Commissioner

**Lisa M. Stone**  
Director

**RFP Bidder's Evaluation Scoring  
Conducted Energy Weapons  
NHDOC RFP 2025-14**

Rank	Vendor Name	Address	Score
1.	Axon Enterprise Inc	17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255	100
2.			
3.			
4.			
5.			

---

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-6610 FAX: 1-888-908-8609  
TDD Access: 1-800-785-2964  
www.nh.gov/nhdoc

Helen M. Hanks  
Commissioner

Lisa M. Stone  
Director

**RFP Bid Evaluation and Summary  
CONDUCTED ENERGY WEAPONS  
NHDOC 2025-14**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
  - a. Technical Proposal – **Axon Enterprise, Inc.**  
Technical Score – 50 points
  - b. Cost Proposal – 50 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors for NHDOC 2024-14 RFP.
  - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Helen Hanks, Commissioner, NHDOC Office of the Commissioner
- b. Lisa Stone, Director, Financial Services
- c. Michael Edmark, Training Administrator, Employee Development Bureau

---

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF THE COMMISSIONER

CONCORD, NH 03302-1806  
603-271-5603 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

**Bios**

**CONDUCTED ENERGY WEAPONS  
NHDOC 2025-14**

**Helen E. Hanks, Commissioner, NH Department of Corrections**

Helen Hanks is the Commissioner for the NH Department of Corrections (NHDOC). She received her Bachelor of Science in Psychology with a concentration in mental health and a minor in Pre-Law from Plymouth State College, NH. She graduated Cum Laude and with Honors in Psychology in 1998. She received her Master of Management with a concentration in Health Care Policy and Management from the Florence Heller Graduate School at Brandeis University in Waltham Massachusetts in 1999. During her time working toward her degrees, she worked per diem for Spaulding Youth Center in Northfield, NH working with children with neurological and behavioral disorders both in their residential settings as well as the classroom. After completing her degree programs, she joined Magellan Behavioral Health as a quality improvement specialist/outcomes & Evaluation Associate in Burlington, MA focused on analyzing data trending in consumer activity. She was part of the team managing the agency's compliance to National Committee for Quality Assurance Accreditation Standards. In 2003, she attained a position with the NHDOC as a social worker at the NH State Prison for Men in Concord, NH. In this role, she demonstrated her analysis skills and their application to correctional healthcare practices by tracking and trending the screening data to forecast areas of need for the men incarcerated and agency alignment to Lamaan Consent Decree requirements. Through an opportunity to promote, she attained the position of Deputy Director of Medical & Forensic Services in 2005 focusing on meeting and exceeding the Department's Court Ordered requirements outlined in the Holliday Court Order, specific to behavioral health and the distribution of pharmaceuticals across all the facilities. She was instrumental in outlining the framework of the department's first electronic behavioral health record, developed in coordination with departmental Information Technology staff. In 2011, she was confirmed into the position of Director of Medical & Forensic Services. She aligned the department's legislative requirements for monitoring people civilly committed under the not guilty by reason of insanity commitment laws and enhanced the tracking of those individuals across the continuum of care established through the State mental health system. Through her leadership, the department implemented several modified therapeutic communities within the facilities (e.g., Wellness Units, Focus Units and the Residential Treatment Unit). She collaborated on the development and implementation of reporting tools for services in all areas of the departmental healthcare system. Her work advanced the contracting process and aligned payment models to Medicaid and Medicare payments. In 2014, she was then confirmed by the State's Executive Council to the

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

position of Assistant Commissioner for NHDOC. A key to her success in this capacity was the successful coordination with all parties to design, bid and construct a new women's prison. These efforts included staffing patterns to ensure equity in the services available within the new facility for women in line with those offered to men. Throughout her supervisory career in the NHDOC, she has worked with the Legislature in many capacities including the trending of healthcare expenditures and the effects infectious diseases and pharmaceutical advancements have on the Department's budget (e.g., Hepatitis C, HIV). As the community advances the interventions to treat illnesses, these have immediate impacts on healthcare practices in corrections. She is a strong advocate for the parity of healthcare services for those incarcerated to those of Medicaid recipients. In her current role as Commissioner, confirmed in November of 2017, she is working on advancing vocational opportunities within correctional facilities, creating better continuity of care upon release for transitioning inmates and implementing new initiatives such as the expansion of Medication-Assisted Treatment in corrections. She is always on a path to advance correctional practices; strengthen community awareness of what corrections is and is not and working to reduce recidivism into NH Correctional facilities.

**Lisa Stone, Director, Finance Division**

Lisa Stone is the Director of the Division of Administration for the NHDOC. In this capacity, she has oversight of Bureau of Financial Services and the Bureau of Logistical Services, which includes kitchen, maintenance, laundry and warehouse operations for all NHDOC facilities. She has worked for the Department of Corrections for seventeen (17) years in a number of capacities within the Bureau of Financial Services and the last year and a half as Director. Ms. Stone graduated Magna cum Laude with a Bachelor of Science Degree in Accounting.

**Michael Edmark, Training Administrator, Employee Development Bureau**

Michael Edmark is the Training Administrator for the New Hampshire Department of Corrections, Division of Personnel and Information. In this capacity he oversees all training for both sworn and non-sworn staff within the agency. Mike is a retired Captain for the NHDOC, serving for over twenty (20) years. He came back to the agency in a Part-Time role serving as a Corrections Officer, Hearings Officer, Quality Compliance Auditor, and PREA Coordinator until coming out of retirement to fill the Training Administrator position.

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

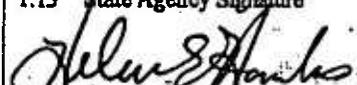
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Corrections		<b>1.2 State Agency Address</b> P.O. Box 1806 64 South Street Concord, NH 03302	
<b>1.3 Contractor Name</b> Axon Enterprise, Inc. (VC 176101)		<b>1.4 Contractor Address</b> 17800 N. 85th Street Scottsdale, AZ 85255	
<b>1.5 Contractor Phone #</b> 800-978-2737	<b>1.6 Account Unit and Class</b> 02-046-4600010-71010000-022-500257	<b>1.7 Completion Date</b> April 30, 2035	<b>1.8 Price Limitation</b> \$2,099,998.84
<b>1.9 Contracting Officer for State Agency</b> Michael Edmark, Training Administrator		<b>1.10 State Agency Telephone Number</b> 603-271-5673	
<b>1.11 Contractor Signature</b>  Date: 3/27/25		<b>1.12 Name and Title of Contractor Signatory</b> Robert E. Driscoll, Jr. Deputy General Counsel	
<b>1.13 State Agency Signature</b>  Date: 3/28/25		<b>1.14 Name and Title of State Agency Signatory</b> Helen E. Hanks, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: <i>Michael Grandy</i> On: March 31, 2025			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 3/27/25

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed; and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from; the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials   
Date 3/21/25

## AGREEMENT FOR

### TASER 10 DUTY ENERGY WEAPON BUNDLE NH DEPARTMENT OF CORRECTIONS

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "NHDOC"), and Axon Enterprise, Inc. ("Axon" or "Contractor") (VC #176101), 17800 N. 85th Street, Scottsdale, AZ 85255.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Axon TASER 10 Energy weapons for the NH Department of Corrections, 64 South Street, Concord, NH.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

#### EXHIBIT A

#### SPECIAL PROVISIONS

- A.1. Provision 8.1.1 of the original P-37, Event of Default/Remedies is amended to read as follows: Failure to perform the Services in accordance with this Agreement or on schedule.
- A.2. Provision 9.1 of the original P-37, Termination is amended to read as follows:  
NHDOC may cancel this Agreement at any time for breach of contractual obligations by providing Contractor with a thirty (30) calendar days written notice of such cancellation and the breach remains uncured after thirty (30) calendar days. Should NHDOC exercise its right to cancel this Agreement, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to Contractor. Except as provided in Exhibit D, Section 17.3, reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least thirty (30) days prior to the effective termination date.
- Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties, except as provided in Exhibit D Section 17.3, by giving Contractor thirty (30) days' notice of said cancellation.
- A.3. Provision 10.1 of the original P-37, Data/Access/Confidentiality Preservation is amended to read as follows:  
10.1 As used in this Agreement, the word "data" shall mean all information and things developed solely and exclusively for State as expressly detailed in this Agreement or obtained from State during the performance of, or acquired from State during performance of this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letter, memoranda, paper and documents, all whether finished or unfinished.
- A.4. Provision 13 of the original P-37, Indemnification is amended to read as follows: "Unless otherwise exempted by law, Axon shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, damages, demands, judgements, fines, liabilities, losses and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly arising from death, personal injury, property damage, or other claims asserted against the State, its officers, or employees which arise out of negligent acts, omission, or willful misconduct of Axon,

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

State of New Hampshire, Department of Corrections  
Department of Administration

*Conducted Energy Weapons Lease Agreement  
NHDOC RFP NHDOC 2024-14*

Page 1 of 28

Contractor Initials:   
Date: 3/27/25

or subcontractors except to the extent negligent acts, omissions or willful misconduct of the State are responsible for the claim, or claims that fall under Workers Compensation coverage. The State shall not be liable for any costs incurred by the Axon arising under this paragraph 14. Notwithstanding the forgoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State."

- A.5. State is terminating those contracts in effect upon approval of this Agreement.
- A.6. State has existing contract(s) for T7 for PPO. When State transitions over to the TASERs 10 program, the remaining hardware cost, estimated to be \$58,415.04, will be waived from payment by Axon.
- A.7. Maintain all maintenance and warranty for the ten (10) year life of the Agreement in accordance with Exhibit D.
- A.8. Exhibit D in this Agreement is incorporated by reference as if fully included in the text of the Agreement.

***The remainder of this page is intentionally blank.***

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

State of New Hampshire, Department of Corrections  
Department of Administration

*Conducted Energy Weapons Lease Agreement  
NHDOC RFP NHDOC 2024-14*

Page 3 of 28

Contractor Initials:       
Date: 3/27/25

## EXHIBIT B

### SCOPE OF SERVICES

#### 1.0. INTRODUCTION

- 1.1. Axon Enterprise, Inc. hereby enters into an agreement ("Agreement") with the State of New Hampshire Department of Corrections. This document, "Exhibit B" sets forth the performance duties of Axon Enterprise, Inc. under this Agreement.
- 1.2. Axon Enterprise, Inc. shall provide to NHDOC - Axon Conducted Energy Weapon (CEW) TASER 10 (T10) and shall provide TASER 10 Certification Bundle Warranty for a ten (10) year period, life of this Agreement, for the equipment and supplies as set forth below in Section 9.0.

#### 2.0. CONTRACT DOCUMENTS

This agreement consists of the following documents (Agreement Documents):

- a. Exhibit A - Special Provisions
- b. Exhibit B - Scope of Services
- c. Exhibit C - Method of Payment
- d. Exhibit D - Axon's Master Services
- e. Exhibit E - Q-643139-45734-693DG

#### 3.0. TERM OF AGREEMENT

- 3.1. The term of the agreement shall be for ten (10) years from the date following Governor and Executive Council (G&C) approval and subject to the State's sign-off, for a total of ten (10) years in accordance with Exhibit D and E.
- 3.2. Contractor shall provide T10 TASERs to NHDOC in accordance with Exhibit E At the end of Year 5 (60 months), Contractor shall take back all TASERs and replace with new equipment for Years 6-10 with T10 TASERs or newer technology. Contractor shall provide repair and warranty for the ten (10) year life of the Agreement in accordance with Exhibit D. TASERs will have no value at the end of year ten (10) and will be returned to the Contractor. Return of TASER 10 at the end of year ten (10) will be done by submitting a TASER destruction request to the Contractor.

#### 4.0. SCOPE OF WORK

- 4.1. Contractor shall provide NHDOC with Axon CEW T10 TASER, hardware and software in full compliance with all device manufacture's specifications.
- 4.2. Equipment shall include all parts, software, services and warranties necessary to perform the function of T10 TASER.
- 4.3. Equipment and supplies shall be brand new.
- 4.4. Equipment shall comply with all applicable laws, regulations and standards-both of the United States and their country of origin.
- 4.5. Evidence.com and storage including but not limited to, Axon Certification Bundle, Licenses and training.
- 4.6. Software (Evidence.com) shall comply and provide sufficient safeguards to ensure evidentiary integrity of the captured video and information. This would include, but not lited to, evidence storage, transcription, camera and equipment syncing, security encryptions, organizing tools and report writing & sharing.
- 4.7. Delivery: Upon receipt and sign-off by the NHDOC designee, that the equipment is complete and in accordance with this Agreement, Contractor shall proceed with end-user training, in accordance with Exhibit D and E.

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

4.8. Training: Contractor's training shall provide instruction and in duration and content to impart proficiency of operation to the End User, to their complete satisfaction and shall continue every two-years, as needed.

#### 5.0. TERMINATION

NHDOC may cancel this Agreement at any time for breach of contractual obligations by providing Contractor with a written notice of such cancellation and the breach remains uncured thirty (30) days after written notice. Should NHDOC exercise its right to cancel this Agreement, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to Contractor.

5.1. NHDOC reserves the right to terminate this Agreement for Contractor's breach without penalty or recourse by giving Contractor a written notice of such termination at least thirty (30) days prior to the effective termination date.

5.2. The State reserves the right to cancel this Agreement for the convenience of the State by giving Contractor thirty (30) days' notice of said cancellation, subject to the provisions in Exhibit D, Section 17.3 Effect of Termination.

#### 6.0. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

6.1. This Agreement, including Exhibits attached herein for the products and services, which are incorporated by reference, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

6.2. Agreement specific contact information shall be sent to the State's Contract Manager listed in Box 1.9 of Form P-37.

6.3. Criminal Justice Information Services (CJIS) Security Policy

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual vendor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Vendor shall comply with the CJIS policy and is located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

#### 7.0. INSURANCE

Certificate of Insurance amounts must be met and maintained throughout the term of this Agreement as per the P-37, Section 14 and cannot be cancelled or materially modified until the State receives a thirty (30) day prior written notice. Materially is defined as anything that modifies the requirements set forth in Section 14 of the P-37.

#### 8.0. INVOICING

8.1. Upon NH Governor and Executive Council and issuance of a State of New Hampshire purchase order, Contractor shall proceed with ordering the equipment and making preparation for arrival and training in accordance with Exhibit D & E.

8.2. Contractor shall commence the acceptance of the equipment and supplies upon receipt of NHDOC sign-off without an official response, as set for in Section 4.7.

8.3. Invoicing shall follow the rates as defined in Exhibit C of this Agreement.

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

9.0. PRODUCT LIST

YEARS 1-5				
Description	Qty	List Price	Net Price	Total
CHARGING DOCK W/ EXTENDED WARRANTY (CAN BE MULTIPLE DOCK DEVICE)	31	\$ 8,702.00	\$ 5,875.08	\$ 5,875.08
TRAINING TARGET W/FRAME	3	\$ 500.00	\$ -	\$ -
HALT MAGAZINE	35	\$ 6,000.00	\$ 3,040.00	\$ 3,040.00
HALT CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL			\$ -	\$ -
TRAINING MAGAZINE	35	\$ 5,600.00	\$ 4,160.00	\$ 4,160.00
TRAINING CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL	450	\$ 310,248.00	\$ 210,214.00	\$ 210,214.00
INERT MAGAZINE	35	\$ 900.00	\$ 800.00	\$ 800.00
INERT CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL		\$ 140,000.00	\$ 53,730.00	\$ 53,730.00
ENHANCED HOOK-AND-LOOP TRAINING SUIT	3	\$ 500.00	\$ -	\$ -
SPARE BATTERY PACK W/WARRANTY	32	\$ 7,691.84	\$ -	\$ -
CEW HANDLE AND BATTERY W/EXTENDED WARRANTY	195	\$ 900,850.00	\$ 656,248.00	\$ 656,248.00
CEW SPARE HANDLE AND BATTERY W/EXTENDED WARRANTY	6	\$ 160.00	\$ -	\$ -
LIVE DUTY MAGAZINE	195	\$ 3,160.00	\$ 4,160.00	\$ 4,160.00
LIVE DUTY MAGAZINE FOR SPARE CEW	6	\$ 160.00	\$ -	\$ -
HOLSTER	195	\$ 14,625.00	\$ -	\$ -
LIVE CARTRIDGE REPLACEMENT PLAN		\$ 77,083.00	\$ 57,535.00	\$ 57,535.00
SOFTWARE LICENSES	195	\$ 67,400.00	\$ 51,141.98	\$ 51,141.98
DATA STORAGE FOR EACH DEVICE	195	\$ 12,037.91	\$ 9,835.36	\$ 9,835.36
TRAIN THE TRAINER (MINIMUM OF TWO CERTIFIED TRAINERS)		\$ 6,786.00	\$ 6,739.00	\$ 6,739.00
ADDITIONAL ITEMS:		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTAL</b>		<b>\$1,564,403.75</b>	<b>\$ 1,063,478.42</b>	<b>\$ 1,063,478.42</b>
YEARS 6-10				
Description	Qty	List Price	Net Price	Total
CHARGING DOCK W/ EXTENDED WARRANTY (CAN BE MULTIPLE DOCK DEVICE)	31	\$ 8,702.00	\$ 5,875.08	\$ 5,875.08
TRAINING TARGET W/FRAME	3	\$ 500.00	\$ -	\$ -
HALT MAGAZINE	35	\$ 160.00	\$ -	\$ -
HALT CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL		\$ 210,000.00	\$ -	\$ -
TRAINING MAGAZINE	35	\$ 160.00	\$ -	\$ -
TRAINING CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL	450	\$ 210,248.00	\$ 210,214.00	\$ 210,214.00
INERT MAGAZINE	35	\$ 5,600.00	\$ -	\$ -
INERT CARTRIDGE TO TRAIN AND CERTIFY APPROX 450 CERTIFIED LAW ENFORCEMENT PERSONNEL		\$ 140,000.00	\$ 45,671.00	\$ 45,671.00
ENHANCED HOOK-AND-LOOP TRAINING SUIT	3	\$ 500.00	\$ -	\$ -
SPARE BATTERY PACK W/WARRANTY	32	\$ 328.00	\$ -	\$ -
CEW HANDLE AND BATTERY W/EXTENDED WARRANTY	195	\$ 900,850.00	\$ 656,248.00	\$ 656,248.00
CEW SPARE HANDLE AND BATTERY W/EXTENDED WARRANTY	6	\$ 328.00	\$ -	\$ -
LIVE DUTY MAGAZINE	195	\$ 160.00	\$ -	\$ -
LIVE DUTY MAGAZINE FOR SPARE CEW	6	\$ 160.00	\$ -	\$ -
HOLSTER	195	\$ 800.00	\$ -	\$ -
LIVE CARTRIDGE REPLACEMENT PLAN		\$ 77,083.00	\$ 57,535.00	\$ 57,535.00
SOFTWARE LICENSES	195	\$ 67,400.00	\$ 51,141.98	\$ 51,141.98
DATA STORAGE FOR EACH DEVICE	195	\$ 12,037.90	\$ 9,835.36	\$ 9,835.36
TRAIN THE TRAINER (MINIMUM OF TWO CERTIFIED TRAINERS)				
ADDITIONAL ITEMS:		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTAL</b>		<b>\$1,635,016.90</b>	<b>\$ 1,036,520.42</b>	<b>\$ 1,036,520.42</b>
<b>GRAND TOTAL</b>				<b>\$ 2,099,998.84</b>

\* Qty left blank, please fill in to accommodate 450 Certified Law Enforcement Personnel for this agreement

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

State of New Hampshire, Department of Corrections  
Department of Administration

Conducted Energy Weapons Lease Agreement  
NHDOC RFP NHDOC 2024-14

Contractor Initials:   
Date: 3/27/25

## EXHIBIT C

### METHOD OF PAYMENT AND AGREEMENT PRICE

The following is a description of the Method of Payment and Agreement Price for Axon Enterprise, Inc.

- 1.0. **AGREEMENT PRICE:** shall not exceed two million, ninety-nine thousand, nine hundred ninety-eight dollars and .84/100 (\$2,099,998.84). Pricing contained in this bid response is offered solely for this RFP NHD0C 2025-14 issued by the New Hampshire Department of Corrections. It shall not apply to any future purchases made by the Agency, nor shall be extended to any other agencies in New Hampshire.
- 2.0. **PAYMENT SCHEDULE:**
  - 2.1 This is a Not to Exceed agreement. The total Agreement value is indicated in P-7 General Provisions-Block 1.8; Price Limitation for the period between Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Agreement. This Agreement will allow the Contractor to invoice the State for the following activities, deliverables, or milestones appearing in the price and payment tables below in accordance with Exhibit E.
- 3.0. **AMOUNTS TO BE PAID:**
  - 3.1. For the T10 TASERs Agreement, NHD0C shall pay Contractor a yearly payment of as noted above in Section 2-Payment Schedule and totaled to two million, ninety-nine thousand, nine hundred ninety-eight dollars and .84/100 (\$2,099,998.84) for ten (10) years.
- 4.0. **OTHER PROVISIONS REGARDING PAYMENT:**
  - 4.1. NHD0C shall make payments to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System, which is derived from information provided by the Vendor on the Authorized Vendor Application.
  - 4.2. NHD0C shall make payments on the Contractor's invoices within thirty (30) days from the invoice date. Contractor shall notify the End User of any billing payments not received within sixty (60) days.
  - 4.3. In the Event of Non-Appropriation of Funds - Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payments until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon given the Vendor notice of such terminations. The State shall not be required to transfer funds from any other account.
- 5.0 **METHOD OF PAYMENT:**
  - 5.1. The Contractor, shall provide annual invoices, commencing thirty (30) days after the start of agreement. The Contractor shall submit to the NHD0C any invoices in a timely manner. Invoices shall contain the following information:  
Invoice date, Number; Quantity, Description of services rendered;  
Dates of said service(s); and Itemized service total charge.
  - 5.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. The NHD0C will accept invoices in electronic format to expedite payment to: [DOC-Financialservices@DOC.nh.Gov](mailto:DOC-Financialservices@DOC.nh.Gov).

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

- 5.3. NHDOC may adjust the payment amount identified on a Contractor's invoice. NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
- 5.4. Payment shall be made to the name and address identified in the Agreement as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

*The remainder of this page is intentionally blank.*

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

State of New Hampshire, Department of Corrections  
Department of Administration

*Conducted Energy Weapons Lease Agreement  
NHDOC RFP NHDOC 2024-14*

Page 7 of 28

Contractor Initials: *RS*  
Date: *3/27/25*

## EXHIBIT D

### AXON MASTER SERVICE AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent agreements by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

#### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

#### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts this Agreement, whichever is first.

#### 3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the Invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Customer will pay invoices without setoff, deduction, or withholding.

#### 4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

#### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

#### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

#### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted Conductive Energy Weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed three million seven hundred fifty thousand dollars (\$3,750,000.00). The limitation on liability contained in this section does not apply to or in any way limit Axon's liability with regards to product liability claims. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including,

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work ("SOW") that details Axon's Service deliverables. In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's agreement. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability Insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **General Indemnification.** Unless otherwise exempted by law, Axon shall indemnify and hold harmless the Customer, its officers and employees, from and against any and all third party claims, damages, demands, judgments, fines, liabilities, losses and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly arising from death, personal injury, property damage, or other claims asserted against the State, its officers, or employees which arise out of negligent acts, omission, or willful misconduct of Axon, or subcontractors except to the extent negligent acts, omissions or willful misconduct of the Customer are responsible for the claim, or claims that fall under Workers Compensation coverage. The Customer shall not be liable for any costs incurred by the Axon arising under this paragraph 14. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Customer, which immunity is hereby reserved to the Customer. This covenant in paragraph 14 shall survive the termination of this agreement.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the amounts paid towards those Axon Devices for the current year payment and Customer is required to return the Axon Devices.

18. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, including Exhibits attached herein for the products and services received, which are incorporated by reference, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

*The remainder of this page is intentionally blank.*

---

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*

State of New Hampshire, Department of Corrections  
Department of Administration

*Conducted Energy Weapons Lease Agreement  
NHDOC RFP NHDOC 2024-14*

Page 12 of 28

Contractor Initials: *RJ*  
Date: *3/27/25*

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

Signature: [Handwritten Signature]

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 3/27/2025

**CUSTOMER:**

NH Department of Corrections

Signature: [Handwritten Signature]

Name: Helen E. Hanks

Title: NH DOC Commissioner

Date: 3/28/2025

*Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team*



## Master Services and Purchasing Agreement for Customer

### Axon Cloud Services Terms of Use Appendix

#### 1. Definitions.

- a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
  - c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

Title: Master Services and Purchasing Agreement between Axon and Customer Department: Legal  
Version: 22 Release Date: 8/2/2024

Page 14 of 28

Contractor Initials: 

Date: 3/27/25



## Master Services and Purchasing Agreement for Customer

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If TASER Data Science Program is included, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer receives an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if obtained as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")



## Master Services and Purchasing Agreement for Customer

- b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer Agreement is part of Axon Records and included in bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
  - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. 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 Axon Cloud Services; or
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement for Customer

19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

### Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.



**Master Services and Purchasing Agreement for Customer**

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

*The remainder of this page is intentionally blank.*



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must request additional days for additional fee. Axon Full Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>



<ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories &amp; custom roles based on Customer need</li> <li>Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>Troubleshoot IT issues with Axon Evidence.</li> <li>Register users and assign roles in Axon Evidence.</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata and best practices for digital data management</li> <li>Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon Evidence instructor training</b> <ul style="list-style-type: none"> <li>Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li><b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Customer</li> <li><b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</li> </ul>
<b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
<b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.



5. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

**Archival of CEW Firing Logs**  
Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.

**Return of Old Weapons**  
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.  
Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

**Axon Instructor training (Train the Trainer)**  
Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

**Classroom and practical training sessions**  
Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

7. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

**Axon instructor training (Train the Trainer)**  
Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

**Classroom and practical training sessions**  
Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

8. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.



## Master Services and Purchasing Agreement for Customer

9. **Signal Sidearm Installation Service.**
- 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
  - Less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
10. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
11. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
12. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
13. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
14. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
15. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

*The remainder of this page is intentionally blank.*



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer's Agreement includes an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and includes TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer's Agreement includes TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and included TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer's Agreement originally included a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally acquired a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may acquire any future TAP or OSP.

*The remainder of this page is intentionally blank.*



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium Agreement from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must obtain the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions obtained pursuant to the applicable Quote. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device begins on the date of agreement/date of shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Device devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
  - 8.1. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain Information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

Title: Master Services and Purchasing Agreement between Axon and Customer  
Department: Legal  
Version: 22  
Release Date: 8/2/2024

Page 25 of 28  
Contractor Initials:   
Date: 3/27/25

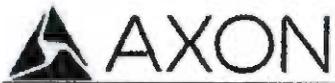


**Master Services and Purchasing Agreement for Customer**

---

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("API Update"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

*The remainder of this page is intentionally blank.*



**Advanced User Management Appendix**

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

*The remainder of this page is intentionally blank.*



**Master Services and Purchasing Agreement for Customer**

---

**EXHIBIT E**

**Quote Q-643139-45734.693DG**

  
Date: 3/22/25



**Axon Enterprise, Inc.**  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-643139-45734.693DG

Issued: 03/18/2025

Quote Expiration: 02/28/2025

Estimated Contract Start Date 06/01/2025

Account Number: 478100

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
New Hampshire Department of Corrections 138 E MILAN RD BERLIN, NH 03570-3564 USA	New Hampshire Department of Corrections - NH 105 Pleasant St Concord NH 03301-3852 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dustin Green Phone: (717) 752-6354 Email: dgreen@axon.com Fax:	Paul Raymond Phone: (603) 752-2906 Email: Fax:

**Quote Summary**

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$2,099,998.84</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$2,099,998.84</b>

**Discount Summary**

Average Savings Per Year	\$109,942.18
<b>TOTAL SAVINGS</b>	<b>\$1,099,421.81</b>

*AS*  
 3/27/25

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
May 2025	\$53,173.93	\$0.00	\$53,173.93
Sep 2025	\$212,695.68	\$0.00	\$212,695.68
Sep 2026	\$212,695.68	\$0.00	\$212,695.68
Sep 2027	\$212,695.68	\$0.00	\$212,695.68
Sep 2028	\$212,695.68	\$0.00	\$212,695.68
Sep 2029	\$211,347.79	\$0.00	\$211,347.79
Sep 2030	\$207,304.08	\$0.00	\$207,304.08
Sep 2031	\$207,304.08	\$0.00	\$207,304.08
Sep 2032	\$207,304.08	\$0.00	\$207,304.08
Sep 2033	\$207,304.08	\$0.00	\$207,304.08
Sep 2034	\$155,478.08	\$0.00	\$155,478.08
<b>Total</b>	<b>\$2,099,998.84</b>	<b>\$0.00</b>	<b>\$2,099,998.84</b>

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AXON ENTERPRISE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742120

Certificate Number: 0007149837



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

**Corporate Resolution**

I, Isaian Fields, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

Axon Enterprise, Inc. I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 19, 2019  
(Month) (Day) (Year)  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert E. Driscoll, Jr. Deputy General Counsel (may list more than  
(Name) (Title)

one person) is duly authorized to enter in contracts or agreement on behalf of

Axon Enterprise, Inc. with the State of New Hampshire  
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 8, 2025

ATTEST:   
(Name and Title)  
Isaian Fields, Chief Legal Officer  
and Corporate Secretary

APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

Form 40  
(Cont.)

TASER INTERNATIONAL, INC.

**CERTIFY:**

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

**EFFECTIVE DATE:**

This statement shall be effective from: 04/12/2016

TASER INTERNATIONAL, INC.

Corporate Name

Doug Klint

(Signature)

Secretary

(Title)

Date signed: 04/13/2016

Notice: The capital stock of the corporation: 1) has been registered or when offered will be registered under RSA 421-B; 2) is exempted or when offered will be exempted under RSA 421-B; 3) is or will be offered in a transaction exempted from registration under RSA 421-B; 4) is not a security under RSA 421-B; OR 5) is a federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal revenue Code and the regulation promulgated thereunder.

**DISCLAIMER:** All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): 8662837122      FAX (A.C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Co.      NAIC # 19682	
	<b>INSURER B:</b> Nutmeg Insurance Co      39608	
	<b>INSURER C:</b> National Casualty Company      11991	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570112000468      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab Info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> Prod/Comp Ops	Y	Y	NGO0001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG Excluded Per Occ SIR \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	UNO0000235 Excludes Prod Comp Ops Ag	08/01/2024	08/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEAC056D	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Excess Liability, Automobile Liability and General Liability policies. Excess Liability, Automobile Liability and General Liability policies evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Excess Liability, Automobile Liability and General Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Excess Liability, Automobile Liability, Workers Compensation and General Liability policies.

<b>CERTIFICATE HOLDER</b> NH Department of Corrections PO Box 1806/64 South Street Concord NH 03302 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
--	---

Holder Identifier:

Certificate No: 570112000468





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570112000466			
CARRIER See Certificate Number: 570112000466	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

workers Compensation Coverage

- Hartford Fire Insurance Company
  - AL, OK, UT, VT
- Nutmeg Insurance Company
  - AZ, IL, MI
- Twin City Fire Insurance Company
  - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT, NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI, WY
- Sentinel Insurance Company Ltd.
  - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
  - CO
- Property and Casualty Insurance Company of Hartford
  - DC
- Hartford Underwriters Insurance Company
  - HI, NJ, MO
- Hartford Accident and Indemnity Company  
 NC, NV



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570112000466			
CARRIER See Certificate Number: 570112000466	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage  
 8/1/2024 - 8/1/2025:

Policy #034064091  
 Lexington Insurance Company  
 Claims Made Coverage Form - Products Liability  
 \$10,000,000 Each Occurrence Limit  
 \$10,000,000 Products/Completed Operations Aggregate Limit  
 \$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092  
 Lexington Insurance Company  
 Occurrence Coverage Form - Products Liability  
 \$10,000,000 Each Occurrence Limit  
 \$10,000,000 Products/Completed Operations Aggregate Limit  
 \$ 5,000,000 Per Occurrence Self Insured Retention



NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
  - (1) knives and knife-like weapons, clubs and club-like weapons,
  - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (4) pornography or pictures of visitors or prospective visitors undressed,
  - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
  - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Robert E. Driscoll, Jr.  
Name

  
Signature

3/27/25  
Date

NH DEPARTMENT OF CORRECTIONS  
**RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES**

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Robert E. Driscoll, Jr.  
Name

  
Signature

3/27/25  
Date

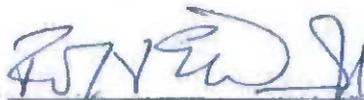
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Robert E. Driscoll, Jr.  
Name

  
Signature

3/27/25  
Date



STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-8609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

## PRISON RAPE ELIMINATION ACT

### ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Robert E. Driscoll, Jr. Date: 3/27/25

(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS

ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /  
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III  
CONTRACTORS & NH STATE EMPLOYEES<sup>1</sup>

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a **zero - tolerance** policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

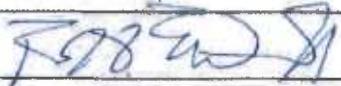
- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Robert E. Driscoll, Jr.

Date: 3/27/25

Signature: 

Company/Organization: Axon Enterprise, Inc.

<sup>1</sup> All Departments Other than NH Department of Corrections employees