

TITLE VII

SHERIFFS, CONSTABLES, AND POLICE OFFICERS

CHAPTER 105-D

BODY-WORN CAMERAS

Section 105-D:2

105-D:2 Use of Body-Worn Cameras. –

- I. This chapter shall apply to any law enforcement agency that elects to equip its law enforcement officers with body-worn cameras. All BWCs shall be operated in a manner consistent with the provisions of this chapter. Every law enforcement agency that elects to equip its officers with BWCs shall adopt policies and procedures relating to the use of BWCs and the retention and destruction of data consistent with this chapter.
- II. Officers shall only use BWCs issued by their respective law enforcement agencies. BWC equipment and all data, images, and video captured, recorded, or otherwise produced by the equipment are the property of the officer's law enforcement agency and shall be subject to the restrictions in this chapter.
- III. Officers who are assigned BWCs shall successfully complete an agency-approved training program to ensure proper use and operations.
- IV. Officers shall only use BWCs while in uniform.
- V. Officers shall activate the video and audio components of BWCs and start recording upon arrival on scene of a call for service or when engaged in any law enforcement-related encounter or activity, or, if so required by local policy, upon activation of lights and siren; provided, however, that in those cases set forth in subparagraphs VII(d) and (e), and paragraph IX in which an individual has a right not to be recorded, officers shall inform an individual of this option. If a citizen then declines to be recorded, the officer shall deactivate the audio and video functions. The officer shall document the reason why the camera was not activated in the associated police report. If exigent circumstances exist which prevent the BWC from being activated as set forth above, the device must be turned on as soon as practicable.
- VI. Recordings shall be specific to an incident. Officers shall not indiscriminately record entire duties or patrols.
- VII. A BWC shall not be used to record any of the following:
- (a) Communications with other police personnel except to the extent such communications are incidental to a permissible recording.
 - (b) Encounters with police personnel or individuals whom the officer knows are acting in an undercover capacity or as confidential informants respectively, unless expressly directed to be included as part of the investigation.
 - (c) Intimate searches, when otherwise permitted by the agency's strip-and-body-cavity search policy.
 - (d) An interview with a crime victim unless his or her express consent has been obtained before the recording is made. Any recording obtained shall be consistent with the New Hampshire attorney general's model protocol for response to adult sexual assault cases, the New Hampshire attorney general's domestic violence protocol for law enforcement, the New Hampshire attorney general's stalking protocol for law enforcement, and the New Hampshire attorney general's child abuse and neglect protocol, as applicable. This subparagraph may be waived upon approval of the head of the law enforcement agency or his or her designee when the parent or legal guardian is the subject of the investigation to which a juvenile is a victim or witness.
 - (e) Interactions with a person seeking to report a crime anonymously. In such an instance, the law

enforcement officer shall, as soon as practicable, ask the person seeking to remain anonymous if the person wants the officer to use the officer's BWC. If the person responds negatively, the law enforcement officer shall deactivate the audio and video functions.

(f) While on the grounds of any public, private, or parochial elementary or secondary school, except when responding to an imminent threat to life or health or a call for service.

(g) When on break or otherwise engaged in personal activities.

(h) In any instance when it is believed that an explosive device may be present and electrostatic interference from the BWC may trigger the device.

VIII. Officers shall inform an individual that he or she is being recorded as soon as practicable. When notification is not made, the recording officer shall note the reason for non-notification within the associated report.

IX. In locations where an individual has a reasonable expectation of privacy, such as a residence, a restroom, or a locker room, a citizen may decline to be recorded unless the recording is being made while executing an arrest warrant, or a warrant issued by a court, or the officer is in the location pursuant to a judicially-recognized exception to the warrant requirement. Officers shall inform an individual of this option. If a citizen then declines to be recorded, the officer shall deactivate the audio and video functions, and any images shall, as soon as practicable, be permanently distorted or obscured. The officer shall document the reason why the camera was not activated in the associated police report.

X. Once activated, the BWC shall remain activated until the event is completed in order to ensure the integrity of the recording unless otherwise provided in this section.

XI. If an officer fails to activate the BWC, fails to record the entire contact, interrupts the recording, or if the BWC malfunctions, the officer shall document why a recording was not made, was interrupted, or was terminated as part of the associated police report.

XII. Except as authorized in this section, no person, including without limitation officers and their supervisors, shall edit, alter, erase, delete, duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display, or otherwise distribute in any manner any BWC recordings or portions thereof. This paragraph shall not apply to the sharing of a still image captured by the BWC to help identify individuals or vehicles suspected of being involved in a crime.

XIII. Recorded images and sound made from an agency-issued BWC shall be for law enforcement purposes only. All access to this data shall be audited to ensure that authorized users only are accessing the data for law enforcement purposes only. All access to BWC data shall be authorized by the head of the law enforcement agency and only for the purposes set forth in this chapter.

XIV. If an officer is suspected of wrongdoing or involved in an officer-involved shooting or other use of deadly force, the agency may limit or restrict an officer from viewing the video file.

XV. All recordings shall be securely stored no later than the end of each shift, or as soon thereafter as is reasonably practicable, in conformity to the most recent security policy of the Criminal Justice Information Services (CJIS) of the criminal justice information services division of the Federal Bureau of Investigation of the United States Department of Justice. Recordings shall not be divulged or used by a law enforcement agency for any commercial or other non-law enforcement purpose. Where a law enforcement agency authorizes a third party to act as its agent in storing recordings, the agent shall not independently access, view or alter any recording, except to delete videos as required by law or agency retention policies. Neither the agency nor its agent shall subject any recording to analysis or analytics of any kind, including without limitation facial recognition technology and data mining.

XVI. Recordings made by a BWC shall be permanently destroyed by overwriting or otherwise no sooner than 30 days and no longer than 180 days from the date the images were recorded, except that such recording shall be retained by the law enforcement agency that employs the officer whose BWC made the recording, or an authorized agent thereof, for a minimum of 3 years if:

(a) The recording captures images involving any of the following:

- (1) Any action by a law enforcement officer that involves the use of deadly force or deadly restraint.
- (2) The discharge of a firearm, unless for the destruction of an animal.
- (3) Death or serious bodily injury.

(4) An encounter about which a complaint has been filed with the police department within 30 days after the encounter.

(b) The recording is being retained by the law enforcement agency as evidence in a civil or criminal case or as part of an internal affairs investigation or as part of an employee disciplinary investigation.

XVII. Notwithstanding the provisions of paragraph XVI:

(a) If there is any other legal requirement for retaining the recording, including but not limited to litigation, a pending criminal case, or a valid court or administrative order, then the recording shall be retained only as long as is legally required; and

(b) The chief law enforcement officer of the agency may designate the recording as a training tool, provided that a person's image and vehicle license plate numbers shall first be permanently deleted, distorted, or obscured, or the person has been given an opportunity in writing to decline to have his or her image and/or vehicle license plate number to be so used. A recording so designated and prepared may be viewed solely by officers for training purposes only.

XVIII. Any recording undertaken in violation of this chapter or any other applicable law shall be immediately destroyed and, whether destroyed or not, shall not be admissible as evidence in any criminal or civil legal or administrative proceeding, except in a proceeding against an officer for violating the provisions of this chapter. In a proceeding against an officer for violating the provisions of this chapter, the recording shall be destroyed at the conclusion of the proceeding and all appeals.

Source. 2016, 322:1, eff. Jan. 1, 2017.



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Q-420177-44957.880NH

Issued: 01/31/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 06/15/2023

Account Number: 117737

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-100 Brown Ave 100 Brown Ave Hampton, NH 03842-2954 USA	Hampton Police Dept - NH 100 Brown Ave Hampton, NH 03842-2954 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nate Hoffman Phone: (603) 664-4207 Email: nhoffman@axon.com Fax:	Alex Reno Phone: (603) 929-4444 Email: areno@hamptonpd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$281,220.00
ESTIMATED TOTAL W/ TAX	\$281,220.00

Discount Summary

Average Savings Per Year	\$7,700.00
TOTAL SAVINGS	\$38,500.00

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$56,244.04	\$0.00	\$56,244.04
May 2024	\$56,243.99	\$0.00	\$56,243.99
May 2025	\$56,243.99	\$0.00	\$56,243.99
May 2026	\$56,243.99	\$0.00	\$56,243.99
May 2027	\$56,243.99	\$0.00	\$56,243.99
Total	\$281,220.00	\$0.00	\$281,220.00

Quote Unbundled Price:	\$319,720.00
Quote List Price:	\$305,095.00
Quote Subtotal:	\$281,220.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	65	60	\$36.25	\$32.50	\$29.50	\$115,050.00	\$0.00	\$115,050.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	65			\$749.00	\$569.00	\$36,985.00	\$0.00	\$36,985.00
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,595.00	\$1,595.00	\$12,760.00	\$0.00	\$12,760.00
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	60		\$0.55	\$0.55	\$41,250.00	\$0.00	\$41,250.00
BasicLicense	Basic License Bundle	60	60		\$15.00	\$16.25	\$58,500.00	\$0.00	\$58,500.00
ProLicense	Pro License Bundle	5	60		\$39.00	\$42.25	\$12,675.00	\$0.00	\$12,675.00
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
Total							\$281,220.00	\$0.00	\$281,220.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	72	05/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	65	05/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	05/15/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	72	05/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	05/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	05/15/2023
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	67	11/15/2025
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	67	05/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60	06/15/2023	06/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	06/15/2023	06/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	06/15/2023	06/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	06/15/2023	06/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	06/15/2023	06/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	65	06/15/2023	06/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	06/15/2023	06/14/2028

Payment Details

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	\$8,250.00	\$0.00	\$8,250.00
Year 1	85144	AXON STARTER	1	\$800.00	\$0.00	\$800.00
Year 1	AB3C	AB3 Camera Bundle	65	\$7,397.00	\$0.00	\$7,397.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,552.00	\$0.00	\$2,552.00
Year 1	BasicLicense	Basic License Bundle	60	\$11,700.00	\$0.00	\$11,700.00
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	65	\$23,010.04	\$0.00	\$23,010.04
Year 1	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$56,244.04	\$0.00	\$56,244.04

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	\$8,250.00	\$0.00	\$8,250.00
Year 2	85144	AXON STARTER	1	\$800.00	\$0.00	\$800.00
Year 2	AB3C	AB3 Camera Bundle	65	\$7,397.00	\$0.00	\$7,397.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,552.00	\$0.00	\$2,552.00
Year 2	BasicLicense	Basic License Bundle	60	\$11,700.00	\$0.00	\$11,700.00
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	65	\$23,009.99	\$0.00	\$23,009.99
Year 2	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$56,243.99	\$0.00	\$56,243.99

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	\$8,250.00	\$0.00	\$8,250.00
Year 3	85144	AXON STARTER	1	\$800.00	\$0.00	\$800.00
Year 3	AB3C	AB3 Camera Bundle	65	\$7,397.00	\$0.00	\$7,397.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,552.00	\$0.00	\$2,552.00
Year 3	BasicLicense	Basic License Bundle	60	\$11,700.00	\$0.00	\$11,700.00
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	65	\$23,009.99	\$0.00	\$23,009.99
Year 3	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$56,243.99	\$0.00	\$56,243.99

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	\$8,250.00	\$0.00	\$8,250.00
Year 4	85144	AXON STARTER	1	\$800.00	\$0.00	\$800.00
Year 4	AB3C	AB3 Camera Bundle	65	\$7,397.00	\$0.00	\$7,397.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,552.00	\$0.00	\$2,552.00
Year 4	BasicLicense	Basic License Bundle	60	\$11,700.00	\$0.00	\$11,700.00
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	65	\$23,009.99	\$0.00	\$23,009.99
Year 4	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$56,243.99	\$0.00	\$56,243.99

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	1250	\$8,250.00	\$0.00	\$8,250.00
Year 5	85144	AXON STARTER	1	\$800.00	\$0.00	\$800.00
Year 5	AB3C	AB3 Camera Bundle	65	\$7,397.00	\$0.00	\$7,397.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,552.00	\$0.00	\$2,552.00
Year 5	BasicLicense	Basic License Bundle	60	\$11,700.00	\$0.00	\$11,700.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	65	\$23,009.99	\$0.00	\$23,009.99
Year 5	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$56,243.99	\$0.00	\$56,243.99

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/31/2023





Axon Enterprise, Inc.
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Q-420649-44957.777NH

Issued: 01/31/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 117737

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-100 Brown Ave 100 Brown Ave Hampton, NH 03842-2954 USA	Hampton Police Dept - NH 100 Brown Ave Hampton, NH 03842-2954 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nate Hoffman Phone: (603) 664-4207 Email: nhoffman@axon.com Fax:	Alex Reno Phone: (603) 929-4444 Email: areno@hamptonpd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$105,696.00
ESTIMATED TOTAL W/ TAX	\$105,696.00

Discount Summary

Average Savings Per Year	\$2,859.84
TOTAL SAVINGS	\$14,299.20

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$21,139.20	\$0.00	\$21,139.20
May 2025	\$21,139.20	\$0.00	\$21,139.20
May 2026	\$21,139.20	\$0.00	\$21,139.20
May 2027	\$21,139.20	\$0.00	\$21,139.20
Mar 2028	\$21,139.20	\$0.00	\$21,139.20
Total	\$105,696.00	\$0.00	\$105,696.00

Quote Unbundled Price:	\$119,995.20
Quote List Price:	\$116,215.20
Quote Subtotal:	\$105,696.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	12	60	\$166.66	\$161.41	\$146.80	\$105,696.00	\$0.00	\$105,696.00
Total							\$105,696.00	\$0.00	\$105,696.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	12	03/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	12	03/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	12	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	03/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	12	04/01/2024	03/31/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	04/01/2025	03/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	04/01/2025	03/31/2029

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	12	\$21,139.20	\$0.00	\$21,139.20
Total				\$21,139.20	\$0.00	\$21,139.20

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	12	\$21,139.20	\$0.00	\$21,139.20
Total				\$21,139.20	\$0.00	\$21,139.20

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	12	\$21,139.20	\$0.00	\$21,139.20
Total				\$21,139.20	\$0.00	\$21,139.20

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	12	\$21,139.20	\$0.00	\$21,139.20
Total				\$21,139.20	\$0.00	\$21,139.20

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	12	\$21,139.20	\$0.00	\$21,139.20
Total				\$21,139.20	\$0.00	\$21,139.20

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ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature

Date Signed

1/31/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Hampton Police Dept - NH the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Area Police Departments with BWC/Crusier Cameras

Department	BWC Company/Status	Oversight Rank
Auburn	Axis	Lieutenant
Bedford	Axon	Lieutenant
Brentwood	Axon	Lieutenant
Derry	Watch Guard Cruiser (Actively pursui	Prosecutor
Dover	Utility	Lieutenant
Epping	Axon	Captain
Exeter	Utility	Chief
Freemont	Axon	Lieutenant
Hampton Falls	Watch Guard	Chief
Hudson	Utility	Lieutenant
Kensington	Watch Guard	Chief
Manchester	Utility-Transitioning to Axon	
Nashua	Utility	
Newmarket	Watch Guard	Lieutenant & Sergeant
NH State Police	Utility	Team of 3 civilians (paralegal and business analyst) with oversight by Captain
Pelham	Watch Guard	Captain
Raymond	Axon	Sergeant
Rochester	Watch Guard	Captain
Rye	Axon	Lieutenant
Salem	Utility	Captain
Seabrook	Watch Guard Cruiser	Lieutenant
Somersworth	Watch Guard	Captain
South Hampton	Watch Guard	Chief/Lieutenant
Stratham	Watch Guard	Lieutenant
UNH	Axon	Captain
Wakefield	Watch Guard	Lieutenant
Concord	<i>Tested- Assessing</i>	
East Kingston	<i>Actively pursuing</i>	Chief
Greenland	<i>Actively pursuing</i>	
Hooksett	<i>Actively pursuing</i>	

Newfields	<i>Actively pursuing</i>	*Lieutenant
North Hampton	<i>Actively pursuing</i>	
Portsmouth	<i>Actively pursuing</i>	Lieutenant
Windham	<i>Actively pursuing</i>	

*Projected Oversight Rank