



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Sole Source Justification Form (Use for Purchases(s) in excess of \$2,500)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.

Date 10/21/2015

Department/Office Police

Division/Area Training

Contact Person Julio Alvarez

Title Training Officer

Phone 954-967-4370

Email j Alvarez@hollywoodfl.org

1. Requested Vendor Taser International, Inc

Vendor Number 25331

Address 17800 N 85th St
Scottsdale, AZ 85255

Contact Person Julian Brown

Title Regional Representative

Phone 404-771-5005

Email jbrown@taser.com

2. Product/Service being requested (be specific). Taser Model X2 units, associated accessories and extended warranty.

3. Detailed description of the product/service function and purpose. The Taser X2 will replace the existing X26 model which has been discontinued and is no longer serviceable by Taser International.

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor.

Taser's International is the sole source provider for, Taser X2 a "Smart" Taser with smart cartridge technology. The X2 Taser was determined the best Taser based on the Police Department criteria's for Tasers and the low risk of transitioning Tasers.

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

(Revised 9/2013)

NOTE: Requisition/PO will be created at a later date
as LETF will be approved on the 11/18/15 C.C. meeting.

Criteria established for the Taser: Dual-shot semi-automatic capability ,Dual lasers, Trilogy logs: This could help justify the need for a second deployment and also increase officer accountability, Performance power magazines, Weather proof: greater resistance to rain, humidity, and other elements, Self-diagnostics: The device identifies if it is healthy or if it has a problem, **and** Auto shut down magazines. The X2 Taser was the only Taser on the market that meet all the criteria standards.

Low Risk to transition current Tasers to the X2 Tasers. A risk analysis was considered in determining the impact/readiness of the Police Department should another Taser Brand be selected. Based on the following factors; All Sworn Members are already certified with the Taser product line—no learning curve, Members are already familiar with the Taser product line, We already have all the software and hardware for the Tasers—no additional software will have to be purchased, We currently have 4 certified Taser trainers—refresher training can be conducted in-house—any new product would require addition training and outside instructors.

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function.

A query was conducted in GSA Advantage (attached). The results of the GSA query indicates that only one vendor makes the X2 Taser, Taser International, and only one company, AARDVARK, is their authorize Distributor. Taser International is registered with System Award Management, and Taser International is not on the Exclusion List. Also Google Search Engine was used to see if there are any other vendors who makes and sells the X2 Taser--there are no others.

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☒ Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.

☐ Product is replacing existing product and necessary to maintain warranty or service contract.

☐ Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? ~~\$363,502.42~~ ^{\$ 351,502.42}

8. Total estimated annual (fiscal year) cost of requested product/service? ~~\$363,502.42~~ ^{\$ 351,502.42}

Account Number(s) _____

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☒ Yes ☐ No

If yes, please describe the related products/services and estimated cost(s.)

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

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(As Applicable)

(Revised 9/2013)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☒ Yes ☐ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)
Maintenance or repairs may be necessary at the conclusion of the extended warranty

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search 10/21/15

Company Name(s) Searched

Search Results

REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

Contact Person's Signature


Date



11/5/15

Supervisor's Signature

Date



11/5/15

Director's Signature (required over \$10,000)

Date

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

(Revised 9/2013)

APPROVAL (Procurement Service Division Use Only)			
Verified By:	JS	Date	11-9-15
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

(Revised 9/2013)

USER NAME PASSWORD **LOGIN**
[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

TASER INTERNATIONAL, INC.

DUNS: 832176382 CAGE Code: 1WHR1

Status: Active

Expiration Date: 07/22/2016

Purpose of Registration: All Awards

17800 N 85TH ST

SCOTTSDALE, AZ, 85255-6311,

UNITED STATES

Entity Overview

Entity Information

Name: TASER INTERNATIONAL, INC.
Business Type: Business or Organization
POC Name: Sales Ops
Registration Status: Active
Activation Date: 07/23/2015
Expiration Date: 07/22/2016

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.37.20151030-2054

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



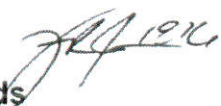
USA.gov

**CITY OF HOLLYWOOD, FLORIDA
INTEROFFICE MEMORANDUM
POLICE DEPARTMENT**

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

DATE: October 16, 2015 **FILE:TRN 1509-5**

TO: Tomas Sanchez
Chief of Police

FROM: Major Forrest Jeffries 
Professional Standards

VIA: CHAIN OF COMMAND

SUBJECT: Purchase of the X2 Taser

ISSUE:

Replacement of the current issued Conducted Electrical Weapon (CEW), the Taser X26 with the Taser X2.

EXPLANATION:

The Department's inventory of 250 Taser X26's are beginning to malfunction at a high rate and are no longer under warranty. Thirty of the X26's have recently sent to Taser International for repairs, however, Taser International has discontinued the X26 and will not guarantee any future repairs on this model.

The Training Unit recommends transitioning from the Taser X26 to the Taser X2. The Taser X2 is a "Smart" Taser with "smart cartridge" technology. The X2 has the shaped pulse technology with charge metering calibration. This means the Taser X2 will measure the output of each pulse, 20 pulses per second, and will adjust the amount of charge to increase the likelihood of neuro-muscular incapacitation (NMI). Additionally, the Taser X2 has enhanced data logs which record the following; when the incident occurred, a pulse by pulse accounting of the charge delivered (if there was a good connection or not), and how the CEW performed during the event. The X2 is equipped with an APPM auto shutdown battery which will give an audible alarm when the Taser's deployment length is at 3 seconds and will automatically shut down after 5 seconds.

In addition, the developments to the X2 will provide improved Officer Safety in the features outlined below:

- The X2 model has two cartridges ready for deployment and has dual lasers to show where both probes will make contact with an actively resisting subject.

- With the X2's dual cartridge capability, if one or both probes miss the subject on the first deployment, the Officer can immediately deploy the second cartridge without having to re-load.
- The dual cartridges allow the Officer to incapacitate two subjects simultaneously.
- The X2 has an ARC (Arc display/Re-energize/Cartridge advance) switch which can provide the Officer the ability to display a warning arc, which serves as an increased safety measure to de-escalate the situation without engaging in further violence or injury to the subject or fellow Officers.
- The ARC switch allows for drive stun capability without probe deployment.
- The ARC switch is used to toggle between both cartridges, preventing the accidental discharge of the second cartridge if the subject continues to actively resist and the Officer has to deliver a second burst.
- The blast doors for the X2 cartridge are durable and will not be discharged via static electricity.
- The Officer no longer needs to remove the cartridge prior to spark testing the Taser. This will eliminate the "bad" muscle memory of removing the cartridge prior to arming the Taser in a confrontation.

The added improvements to the X2 will provide enhanced safety to the Officer as well as the offender, improved data recording capabilities and greater transparency during the Departmental investigation resulting from a Taser deployment.

The cost associated for the purchase of 240 Taser X2 units, all required accessories, an additional four year warranty and Taser International discount for the destruction of existing units is included on the attached document.

RECOMMENDATION:

It is requested to utilize \$351,502.42 of LETF funds to purchase the above mentioned Conducted Electric Weapons.

For action memoranda only

☒ Approved ☐ Disapproved

by:


Signature

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 999-6155

Julio Alvarez
(954) 214-0613
jalvarez@hollywoodfl.org



Quotation

Quote: Q-37438-1

Date: 11/5/2015 2:10 PM

Quote Expiration: 12/31/2015

Bill To:
Hollywood Police Dept. - FL
3250 HOLLYWOOD BLVD.
Hollywood, FL 33021
US

Ship To:
Julio Alvarez
Hollywood Police Dept. - FL
ATTN: Julio Alvarez
3250 HOLLYWOOD BLVD.
Hollywood, FL 33021
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Julian Brown	(404) 771-5005	jbrown@taser.com	Fedex - Ground	Net 30

This quote contains a discount for the trade-up program, and is intended to cover the purchase of additional accessories and cartridges related to the purchase of a new CEW. The discount is applied to the handle, holster, and battery or the first year TASER Assurance Plan payment. The Certificate of Destruction must be completed and submitted with your signed quote/purchase order to obtain the trade-up credit.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	164.75	USD 329.50	USD 0.00	USD 329.50
240	22002	HANDLE, BLACK, CLASS III, X2	1029.95	USD 247,188.00	USD 14,316.00	USD 232,872.00
210	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	65.85	USD 13,828.50	USD 13,828.50	USD 0.00
30	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	65.85	USD 1,975.50	USD 1,975.50	USD 0.00
480	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	31.50	USD 15,120.00	USD 0.00	USD 15,120.00
480	22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	43.00	USD 20,640.00	USD 0.00	USD 20,640.00
480	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	30.60	USD 14,688.00	USD 0.00	USD 14,688.00
1	33112	CARTRIDGE, SMART, INERT, W/ ALLIGATOR CLIP	32.90	USD 32.90	USD 0.00	USD 32.90
100	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	31.50	USD 3,150.00	USD 3,150.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
240	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	65.85	USD 15,804.00	USD 13,080.00	USD 2,724.00
Hardware Total Before Discounts:						USD 332,756.40
Hardware Net Amount Due:						USD 286,406.40

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
240	22014	WARRANTY, 4 YEAR, X2	318.25	USD 76,380.00	USD 12,000.00	USD 64,380.00
Extended Warranties Total Before Discounts:						USD 76,380.00
Extended Warranties Net Amount Due:						USD 64,380.00

Subtotal	USD 350,786.40
Estimated Shipping & Handling Cost	USD 716.02
Grand Total	USD 351,502.42



Certificate of Destruction

Agency Name: _____

Quote/PO Number: _____

Product/ Quantity to be
destroyed:

M26: _____

X26: (240) _____

Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: _____

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 13, 2015

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International. TASER is also the sole distributor of all TASER® brand products in the States of CT, DE, FL, GA, HI, IL, IN, MA, MD, ME, MN, MS, NH, NJ, NY, OK, OR, PA, RI, TX, VA, VT, WI, WV, and the District of Columbia.

TASER CEW Descriptions

X2™ CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

X26P™ CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

TASER Brand CEW Model Numbers

TASER Product Packages

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Choose an item.	
TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

Smart, TASER CAM, Trilogy, X2, and X26P are trademarks of TASER International, Inc., and TASER, Axon, and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras
for International Sales (Non-U.S. and Canada)
(Effective March 12, 2014)**

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories¹ outside the U.S. and Canada. The term "Purchaser" means any purchaser, possessor, or user of the TASER products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly⁴. The TASER XREP CEW has a ONE (1) YEAR failure to fire manufacturer's limited warranty from the date of receipt when fired from an Approved Shotgun⁵. TASER-manufactured accessories⁶ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country imposes a longer express warranty term than that described in this warranty document, then the country's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in

its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD and the X2, X26, X26P, and M26

The optional extended warranty, when available, may only be purchased at the point of sale product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁷ For customers who purchase an extended warranty, TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty. ONE (1) time during the extended warranty period with the same or like product, at TASER's option. For products replaced under this optional extended warranty, the replacement product will have a ONE (1) YEAR manufacturer's limited warranty from the date of replacement or repair. Purchaser may not buy a new extended warranty for any replacement or

repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ TASER Law Enforcement Hardware Products include: TASER X2, X26, X26P, M26, Shockwave, and XREP CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including the universal magnetic clip), AXON body

camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

⁴ Broken blast doors are not covered under TASER's limited warranty.

⁵ An Approved Shotgun is a Mossberg® X12® or a standard manufactured model 12-gauge single shot, double barrel, or pump action shotgun.

⁶ TASER-manufactured accessories, including, but not limited to: batteries; battery chargers; carrying cases; cables; USB data download kits; holsters; DPM, XDPM, CDPM, PPM, TPPM,

APPM, and TPM, and Shockwave Power Magazine (SPM) modules, and the X-Rail mounting system.

⁷ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras
for International Sales (Non-U.S. and Canada)
(Effective March 12, 2014)**

and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion

of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and

failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Before you deliver your product for warranty service it is your responsibility to download the product and keep a separate backup copy of the contents.⁸ During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

Mossberg is a registered trademark of O.F. Mossberg & Sons, Inc.
AXON flex™, M26™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, ProtectLife™, Protect Truth™ and © are trademarks of TASER International, Inc., and TASER®, AXON®, X12® and XREP® are registered trademarks of TASER International, Inc.
registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

⁸ The M26 CEW is not compatible with EVIDENCE.com or EVIDENCE Sync. Use the dataport download software to download records from the M26 CEW to your computer.