

**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras at www.TASER.com* ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP term with the same product or a like product, at TASER's

sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER.

TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for X2 CEWs, X26P CEWs, or TASER CAM HD recorders with your agency. TASER will provide notification to you

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that coverage is terminated. Once TAP coverage is terminated, then:


1. TAP coverage will terminate as of the date of cancellation/termination.
2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made payments greater than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made payments less than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers*, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, and the Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

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