

**TASER International, Inc.'s Sales Terms and Conditions for the  
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)  
(Effective May 15, 2015)**

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These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock ("Dock"), AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").<sup>1</sup> The 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 a purchase order or another communication, are expressly objected to and will not be binding on TASER.

**TASER Assurance Plan (TAP).** TAP may be purchased as part of the Evidence.com Ultimate License ("Ultimate License"), Evidence.com Unlimited License ("Unlimited License"), Officer Safety Plan ("OSP"), or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase: (a) Ultimate or Unlimited Licenses for a 3-year term; (b) OSP for a 5-year term; or (c) standalone TAP and Evidence.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera or Dock product. TAP must be purchased for all AXON cameras/Docks purchased by your agency after your agency elects to participate in TAP.

**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](http://www.TASER.com) ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.<sup>2</sup> 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 AXON camera/Dock product.

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<sup>1</sup> These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Docks or as part of the Ultimate License, Unlimited License or OSP. The Ultimate and Unlimited Licenses do not include TAP coverage for Docks. The OSP does include TAP coverage for Docks.

<sup>2</sup> Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**SPARE AXON cameras.** For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "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 Upgrade Models if you purchase a new TAP for the Upgrade Models.

**TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses/OSP and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

**TAP AXON Camera Upgrade Models.** If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera of

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your choice.

**TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1<sup>st</sup> of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15<sup>th</sup> of the following month.

**TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. 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.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

**TAP Payment Terms.** TAP may only be purchased at the point of sale. 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 Term start date. If multiple purchases of AXON camera products/Docks 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 <https://www.taser.com/legal>, are also applicable to your purchase.

**No Assignment.** You may not assign the 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 applicable product warranty, license and service agreements, constitute the entire agreement between the parties for the purchase of the AXON camera/Dock 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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