

**Purchasing Department**  
**Madison County Board of Supervisors**  
**146 West Center Street**  
**Canton, Mississippi 39046**  
—  
**601-855-5503**  
**hardy@madison-co.com**

13 March 2018

District 1 Supervisor Sheila Jones  
District 2 Supervisor Trey Baxter  
District 3 Supervisor Gerald Steen  
District 4 Supervisor David Bishop  
District 5 Supervisor Paul Griffin

**Subject: Declaration of Sole Source for Law Enforcement-Grade Stun Guns (Tasers) and authorize issuance of purchase order for same**

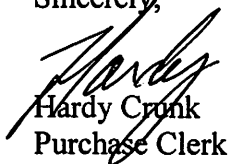
Dear Board Members:

Law enforcement-grade stun guns were previously manufactured and sold by both Taser and Karbon Arms. Taser sued Karbon Arms for patent infringement. In 2014, the United States District Court for the District of Delaware issued a permanent injunction in favor of Taser, effectively putting Karbon Arms out of the law-enforcement-grade stun gun business. The decision left Taser as the only supplier of law-enforcement-grade stun guns. Taser has since changed its corporate name to Axon Enterprises, Inc.

In light of the federal court injunction (see attached), I recommend that the board declare Axon Enterprises the sole source provider of law-enforcement-grade stun guns and authorize issuance of a purchase order to said company for \$66,489.75 for 15 new additional Tasers, assurance plans on the 15 Tasers, assurance plan on 33 replacement new Tasers, and 33 cartridges, all per the attached spreadsheet.

The purchase order total would be \$66,489.75; however, only \$12,942.75 would be expended this year. The remainder would be paid in the amount of \$13,386.75 per year in years two through five.

Sincerely,

  
Hardy Crunk  
Purchase Clerk

Attachments:

Spreadsheet    Copy of Permanent Injunction  
                  Copy of Taser news release  
                  Requisition 0180257  
                  Spreadsheet  
                  Axon quote

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

TASER INTERNATIONAL, INC.,

Plaintiff,

v.

KARBON ARMS, LLC,

Defendant.

Civil Action No. 11-426-RGA

~~URGENT~~ PERMANENT INJUNCTION

The Court, having considered the parties' Joint Stipulation for Entry of Judgment and having found good cause exists for the relief sought therein pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65,

**IT IS HEREBY ORDERED:**

1. Plaintiff TASER International, Inc. ("TASER") is the owner of all right title and interest to U.S. Patent No. 6,999,295 ("the '295 patent"), U.S. Patent No. 7,782,592 ("the '592 patent"), and U.S. Patent No. 7,800,885 ("the '885 patent").
2. Defendant Karbon Arms, LLC ("Karbon Arms") shall continue to be bound by the Permanent Injunction entered in the case styled *TASER International, Inc. v. Stinger Systems, Inc.*, C.A. No. 07-0042 in the United States District Court for the District of Arizona.
3. Karbon Arms, together with its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Permanent Injunction, are hereby restrained and enjoined, pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65, from

making, using, offering to sell, or selling in or from the United States, or importing into the United States, the Karbon Arms MPID and MPID-C<sup>1</sup>, either alone or in combination with any other product, and all other products that are only colorably different from the MPID and MPID-C in the context of claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent and claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent, whether individually or in combination with other products or as part of another product, and from otherwise infringing, contributing to the infringement of, or inducing others to infringe claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent or claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent.

4. Karbon Arms, together with its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Permanent Injunction, are hereby restrained and enjoined, pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65, from supplying or causing to be supplied from the United States a substantial portion of the components needed to make, or any components that are especially made or especially adapted for use in, the Karbon Arms MPID or MPID-C or any product that is only colorably different from the MPID and MPID-C in the context of claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent and claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent.

5. Within 30 days from the entry of this Permanent Injunction, Karbon Arms shall send written notice of this Permanent Injunction to:

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<sup>1</sup> The Karbon Arms MPID and MPID-C shall include all Conducted Electrical Weapons ("CEWs") encompassed in the definition of Accused Products, including Representative Accused Products, in the parties' Joint Stipulation for Entry of Judgment.

- A. The employees, officers, members, managers, consultants, engineers and creditors of Karbon Arms as of November 1, 2013 and as of January 9, 2014;
  - B. Electronic Design Associates;
  - C. Each authorized distributor, each authorized dealer, each authorized reseller, each authorized sales representative, each certified MPID or MPID-C instructor, and each certified MPID or MPID-C armorer as of November 1, 2013 and as of January 9, 2014.
6. Karbon Arms shall provide to TASER within 3 business days of entry of this Permanent Injunction a list of Karbon Arms' customers from November 11, 2010 to the present that includes the following information: customer, agency name, city, state and, if known, contact e-mail address.
7. This Permanent Injunction shall expire upon the expiration of the last to expire of the '295, '592 and '885 patents.
8. The Court shall retain jurisdiction over Karbon Arms and its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys to enforce any and all aspects of this Permanent Injunction.

SO ORDERED this 10<sup>th</sup> day of January, 2014.

  
United States District Judge

January 14, 2014

## TASER Awarded Permanent Injunction and Judgment Against Karbon Arms for Patent Infringement

### Judgment Entered for \$2.3 Billion Damages

SCOTTSDALE, AZ -- (Marketwired) -- 01/14/14 -- TASER International (NASDAQ: TASR) today announced that the United States District Court for the District of Delaware entered a final judgment on January 10, 2014 in the patent infringement litigation entitled TASER International v. Karbon Arms, LLC awarding TASER a permanent injunction. The Court's final judgment decreed that Karbon Arms' MPID and MPID-C conducted electrical weapons infringe TASER's U.S. Patent Numbers 6,989,295; 7,782,592 and 7,800,885. The Court further decreed that the above referenced TASER patents are valid and enforceable and awarded TASER \$2,385,366 in damages for infringement.

The permanent injunction restrains and enjoins Karbon Arms and its current and former officers, agents, directors, employees, and affiliates and those persons in participation with them who receive actual notice of the injunction from making, using, offering to sell or selling the Karbon Arms MPID and MPID-C or supplying a substantial portion of the components that are used in the Karbon Arms devices. The permanent injunction requires Karbon Arms to send written notice of this injunction to each distributor, dealer, sales representative, certified MPID or MPID-C instructor or armorer within 30 days of January 10, 2014.

"TASER aggressively pursues any infringement of its extensive patent and intellectual property portfolio and is very pleased that the U.S. District Court entered a permanent injunction and judgment against Karbon Arms for infringement of TASER's patents," said Doug Klint, TASER's President and General Counsel. "This final judgment brings to a close more than six years of various patent litigations between TASER and Karbon Arms and Karbon Arms' predecessor company Stinger Systems, Inc. The Court's order requires Karbon Arms to provide TASER a list of customers who purchased a Karbon Arms MPID or MPID-C within three business days of January 10, 2014 and TASER will be sending notice of the permanent injunction to all such Karbon Arms customers. The company is evaluating the collectability of the judgment," concluded Klint.

#### About TASER International, Inc.

TASER protects life! TASER Conducted Electrical Weapons (CEWs) have saved more than 119,000 lives from potential death or serious injury. TASER protects truth! We enable greater transparency with the industry-leading TASER CAM and AXON on-officer video systems. Together with our customers, we are defining the future of smart policing by connecting intelligent devices and sensors with the first secure cloud-based digital evidence management solution for law enforcement: EVIDENCE.com.

Since 1994, more than 260,000 private individuals have relied on TASER technology to protect themselves and their loved ones. Learn more about TASER and its solutions at [www.TASER.com](http://www.TASER.com) and [www.EVIDENCE.com](http://www.EVIDENCE.com) or by calling (800) 978-2737.

TASER® is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. TASER logo, TASER CAM, and AXON are trademarks of TASER International, Inc.

#### Notes to Investors

Please visit <http://investor.taser.com>, <http://blog.taser.com>, [www.twitter.com/taser\\_ir](http://www.twitter.com/taser_ir), [www.twitter.com/officialtaser](http://www.twitter.com/officialtaser), and <https://www.facebook.com/TASERInternational> where TASER discloses information from time to time about the company, its financial information, and its business.

Visit our Investor Relations Safe Harbor Statement at: [investor.taser.com/safeharbor.cfm](http://investor.taser.com/safeharbor.cfm)

For investor relations information please contact Erin Curtis by phone at 480-515-6330 or via email at [IR@TASER.com](mailto:IR@TASER.com).

#### CONTACT:

Steve Tuttle

Vice President of Communications

TASER International, Inc.

Media ONLY Hotline: (480) 444-4000

Email Contact

Source: TASER International

News Provided by Acquire Media

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Requisition 0180257 Date 3/ 7/2018 MADISON CO SHERIFF'S DEPT  
MADISON COUNTY JEREMY WILLIAMS  
P O BOX 608  
CANTON, MS. 39046  
(601)859-8241 (601)948-3897 JX  
REFER TO PURCHASING OFFICE

Vendor: 16015  
AXON ENTERPRISE, INC.  
PO BOX 29661  
DEPARTMENT 2018  
PHOENIX AZ 85038 9661

Ship To: VIA:  
MADISON COUNTY SHERIFF'S DEPT  
2941 HWY 51  
CANTON, MS

Quantity	Description of Supplies, Equip, Srvc:	Unit Cost	EA:	Extended
15.00	:001200919 TASER 60 X26P	1102.25	EA:	16533.75
15.00	:001200581 TASER ASSURANCE PLAN	950.00	EA:	14250.00
33.00	:001200919 TASER ASSURANCE PLAN X26:	1050.00	EA:	34650.00
33.00	:001200613 CARTRIDGE 25' HYBRID	32.00	EA:	1056.00

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Total \$66,489.75

Approved By: \_\_\_\_\_

*J. Williams*

<b>PAYMENT YEAR</b>	<b>NEW TASERS</b>	<b>ASSURANCE PLAN</b>	<b>ASSUANCE PLAN</b>	<b>CARTRIDGES</b>
YEAR 1 2018	\$220.45	\$110.00	\$210.00	\$32.00
YEAR 2 2019	\$220.45	\$210.00	\$210.00	
YEAR 3 2020	\$220.45	\$210.00	\$210.00	
YEAR 4 2021	\$220.45	\$210.00	\$210.00	
YEAR 5 2022	\$220.45	\$210.00	\$210.00	
 PO LINE ITEM PRICES	 \$1,102.25	 \$950.00	 \$1,050.00	 \$32.00
 PO QUANTITIES	 15	 15	 33	 33
 PO LINE ITEM TOTALS	 \$16,533.75	 \$14,250.00	 \$34,650.00	 \$1,056.00

**PO TOTAL  
\$66,489.75**



Axon Enterprise, Inc.  
 Protect Life.  
 17800 N 85th St.  
 Scottsdale, Arizona, 85255  
 United States  
 Phone: (800) 978-2737

QUOTE: Q-157964-43166.812CF

Issue Date: 03/07/2018

Quote Expiration: 09/30/2018

Account Number: 146186

Start Date: 03/07/2018  
 Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**Sales Representative:**  
 Colin Fine  
 Phone: 480-463-2167  
 Email: cfine@taser.com  
 Fax:

**Primary Contact:**  
 Jeff Waldrop  
 (601) 622-2363  
 jeff.waldrop@madison-co.com

**BILL TO:**  
 Madison County Sheriff's Dept. - MS  
 2941 HWY. 51 N.  
 Canton, MS 39046  
 US

**SHIP TO:**  
 Jeff Waldrop  
 Madison County Sheriff's Dept. - MS  
 2941 HWY. 51 N.  
 Canton, MS 39046  
 US

**TAP 60 Basic Year 1**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>				
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	15	220.45	3,306.75
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	15	110.00	1,650.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	33	210.00	6,930.00
<b>Hardware</b>				
11002	HANDLE, BLACK, CLASS III, X26P	15	0.00	0.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	15	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	0.00	0.00
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	15	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	30	0.00	0.00
11002	HANDLE, BLACK, CLASS III, X26P	33	0.00	0.00
85058	TASER ASSURANCE PLAN CEW, X26P	33	0.00	0.00
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	33	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	33	32.00	1,056.00
			Subtotal	12,942.75
			Estimated Shipping	0.00
			Taxes	0.00
			Total	12,942.75

**Spare X26P & TPPM**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Hardware</b>				
11002	HANDLE, BLACK, CLASS III, X26P	1	0.00	0.00



**Spare X26P & TPPM (Continued)**

Item	Description	Quantity	Unit Price	Total (USD)
<b>Hardware (Continued)</b>				
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	1	0.00	0.00
			Subtotal	0.00
			Taxes	0.00
			Total	0.00

**Year 2 Due 2019**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>				
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	15	220.45	3,306.75
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	15	210.00	3,150.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	33	210.00	6,930.00
			Subtotal	13,386.75
			Taxes	0.00
			Total	13,386.75

**Year 3 Due 2020**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>				
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	15	220.45	3,306.75
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	15	210.00	3,150.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	33	210.00	6,930.00
			Subtotal	13,386.75
			Taxes	0.00
			Total	13,386.75

**Year 4 Due 2021**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>				
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	15	220.45	3,306.75
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	15	210.00	3,150.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	33	210.00	6,930.00
			Subtotal	13,386.75
			Taxes	0.00
			Total	13,386.75

**Year 5 Due 2022**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>				
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	15	220.45	3,306.75

**Year 5 Due 2022 (Continued)**

Item	Description	Quantity	Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>				
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	15	210.00	3,150.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	33	210.00	6,930.00
			Subtotal	13,386.75
			Taxes	0.00
			Total	13,386.75
<b>Grand Total</b>				<b>66,489.75</b>



## Discounts (USD)

Quote Expiration: 09/30/2018

List Amount	109,688.00
Discounts	43,198.25
<b>Total</b>	<b>66,489.75</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
TAP 60 Basic Year 1	12,942.75
Spare X26P & TPPM	0.00
Year 2 Due 2019	13,386.75
Year 3 Due 2020	13,386.75
Year 4 Due 2021	13,386.75
Year 5 Due 2022	13,386.75
<b>Grand Total</b>	<b>66,489.75</b>

**TASER60 Terms and Conditions:** This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

### Axon's Sales Terms and Conditions

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://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. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Colin Fine at [cfine@taser.com](mailto:cfine@taser.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-157964-43166.812CF

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