Purchasing Department

Madison County Board of Supervisors 146 West Center Street Canton, Mississippi 39046

601-855-5503 hardy@madison-co.com

20 October 2015

District 1 Supervisor John Bell Crosby

District 2 Supervisor John Howland

District 3 Supervisor Gerald Steen

District 4 Supervisor Karl Banks

District 5 Supervisor Paul Griffin

Subject: Declaration of Sole Source for Law Enforcement-Grade Stun Guns (Tasers) and authority to issue purchase order for same

Gentlemen:

The Madison County Sheriff's Department is requesting to purchase eight Taser stunguns and associated supplies. The total amount of the requested order is \$8,142.92, which is greater than \$5,000 and would normally require written quotes from two vendors.

Law enforcement-grade stun guns were previously manufactured and sold by both Taser and Karbon Arms. Madison County had in the past obtained quotes from and purchased stun guns from both vendors. 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 stun gun business. Madison County was required to return all Karbon Arms stun guns to the manufacturer.

In light of federal court injunction, I recommend that the board declare Taser International the sole source in the State of Mississippi for law enforcement-grade stunguns and authorize the issuance of a purchase order for same in the amount of \$8,142.92.

Sincerely

Hardy Crunk

Purchasing Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

TASER INTERNATIONAL, INC.,)	
Plaintiff,)	
v.)	Civil Action No. 11-426-RGA
KARBON ARMS, LLC,)	
)	
Defendant.)	

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-C¹, 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:

¹ 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.

- The employees, officers, members, managers, consultants, engineers and A. creditors of Karbon Arms as of November 1, 2013 and as of January 9, 2014;
- B. Electronic Design Associates;
- Each authorized distributor, each authorized dealer, each authorized C. 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.
- Karbon Arms shall provide to TASER within 3 business days of entry of this 6. 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.
- This Permanent Injunction shall expire upon the expiration of the last to expire of 7. the '295, '592 and '885 patents.
- The Court shall retain jurisdiction over Karbon Arms and its current and former 8. 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 10th day of January, 2014.

January 14, 2014

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

Judgment Entered for \$2.3 Million 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 6,999,295; 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 the 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 <u>119,000</u> 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: <u>EVIDENCE.com</u>.

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 and www.taser.com and www.taser.com and www.taser.com or by calling (800) 978-2737.

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Note to Investors

Please visit http://blog.taser.com, www.twitter.com/taser ir www.twitter.com/officialtaser, and https://www.facebook.com/TASER.International 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

For investor relations information please contact Erin Curtis by phone at 480-515-6330 or via email at 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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17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

February 3, 2014 SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® brand products:

- Conducted Electrical Weapons (CEWs):
 - 1. TASER X2™ Models: 22002 and 22003.
 - 2. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549.
 - 3. TASER X26P™ Models: 11000, 11001, 11002 and 11003.
- Optional Extended Warranties for CEWs:
 - 1. X2 4-year extended warranty, item number 22014.
 - 2. X26 1-year extended warranty, item number 26730.
 - 3. X26 4-year extended warranty, item number 26744.
 - 4. X26P 2-year extended warranty, item number 11008.
 - 5. X26P 4-year extended warranty, item number 11004.
- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 - 1. 15-foot Model 34200.
 - 2. 21-foot Model 44200.
 - 3. 21-foot non-conductive Model 44205.
 - 4. 25-foot Model 44203.
- TASER Smart[™] cartridges (compatible with the X2,; required for this CEW to function in the probe deployment mode):
 - 1. 15-foot Model 22150.
 - 2. 25-foot Model 22151.
 - 3. 35-foot Model 22152.
- TASER Smart blue training-use only cartridges (compatible with the X2,; required for this CEW to function in the probe deployment mode for training):
 - 1. 25-foot Model 33102.
 - 2. 35-foot Model 33104.
- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit, Model 26737. This item is only compatible with the X26.
- TASER CAM HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820. TASER CAM HD is compatible only with the X26P and X2.
 - 1. TASER CAM HD replacement battery, Model 26764.
 - 2. TASER CAM HD Download Kit, Model 26762.
 - 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
- Power Modules for X26P and X2 CEWs: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Performance Power Magazine (APPM) Model 22011.

- TASER Dataport Download Kits:
 - 1. Dataport Download Kit for the X26 model number 26500
 - 2. Dataport Download Kit for the X2 and X26P, model number 22013
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- AXON flex[™] system:
 - 1. AXON flex Kit, Model 73030
 - 2. AXON® Body Kit, Model 73002
 - 3. AXON flex Controller, Model 73001
 - 4. Evidence Transfer Manager (ETM).
 - 1. 6 dock ETM, Model 73016.
 - 2. 12 dock ETM, Model 73048
 - 3. 12 dock ETM, Model 73070, Body
- TASER StrikeLight™ System
 - TASER StrikeLight™, Model 38000
 - 2. Wall Charger, Model 38002
 - 3. Wrist Strap, Model 38005

SOLE AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS FOR FEDERAL AGENCIES	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
AARDVARK 1935 PUDDINGSTONE DR. LA VERNE, CA 91750 Phone: 800-997-3773 Fax: 626-334-6360	TASER International, Inc. 17800 N. 85 th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Note: AARDVRK sells the AXON Flex, Body Camera, and ancillary equipment (to include Evidence.Com) through GSA only. TASER INTERNATIONAL also sells these products and services directly in the Federal Channel.

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

george@taser.com DN: cn=george@taser.com

Digitally signed by george@taser.com

Date: 2014.02.04 10:29:05 -05'00'

George P. Fenton

Vice President, Federal & Military Programs

540.322.9296 or George@TASER.com

AXON flex, Smart, StrikeLight, TASER CAM, X2, X26, X26P, and (2) are trademarks of TASER International, Inc., and TASER and AXON are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.



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Sheriff's deputies have stun guns again

By <u>Austin L. Miller</u> Staff writer Published: Saturday, May 10, 2014 at 8:51 p.m.

Months after their stun guns were taken away due to a court order citing patent infringement, Marion County sheriff's deputies are now carrying Tasers, one of the tools they say is vital to doing their job.

On Saturday morning, deputies were issued Taser X26P stun guns, holsters, batteries and cartridges.

Authorities say all patrol deputies will be getting Tasers - 186 in all - and the accessories that go with them.

To get the Tasers, sheriff's officials had to finance the deal through the company they were getting the Tasers from at a cost of \$230,159.58. Authorities made their first payment, \$48,640.95, at the end of March, and for the next four years are expected to make similar annual payments. The interest on the \$230,159.58 is \$13,045.17, officials said. With the finance agreement, sheriff's officials got a five-year warranty.

"Sheriff Blair made it a priority of finding a way to purchase the Tasers due to the significance of risk to the public and our deputies," said Capt. James Pogue, spokesperson for the MCSO.

Among the features on the new Taser is that it won't allow someone to use the device after five seconds without pulling the trigger again. With the old stun gun, the shooter could continue to hold the trigger and the cycle would continue.

In early January, the U.S. District Court for the District of Delaware entered a final judgment and permanent injunction against Karbon Arms LLC in reference to patent infringement with TASER International Inc., which manufactures the Taser brand stun gun.

The injunction prevents Karbon, or anyone working with the company, from making, using, offering to sell, selling or importing the stun guns that Karbon manufactures.

Karbon was ordered to provide TASER International Inc. with a list of customers who received their product. That list included the Marion and Levy County Sheriff's Offices.

After the ruling, TASER International sent a letter to the Sheriff's Office informing it that, pursuant to the court action, deputies cannot use Karbon Arms stun guns.

Taser is an acronym for Thomas A. Swift's Electric Rifle. The generic term for such a weapon is stun gun.

Locally, only the MCSO was affected, as the Ocala, Belleview and Dunnellon police departments, and the Florida Highway Patrol, all use products made by TASER International.

Sheriff's Office officials said they had purchased 186 Karbon Arms units in October 2012. The cost for each unit, not including the cartridge, holster and other accessories, was \$395.91. Most of the units went to the patrol division.

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Requisition 0160073 Date 107207
MADISON COUNTY
P O BOX 608
CANTON,MS. 39046
(601)859-8241 (601)948-3897 JX
REFER TO PURCHASING OFFICE

Requisition 0160073 Date 10/20/2015 MADISON CO SHERIFF'S DEPT JEREMY WILLIAMS

Vendor: 14472

TASER INTERNATIONAL, INC. P.O. BOX 29661-2018

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

PHOENIX

AZ 85038 9661

CANTON, MS

EHOPMIN				
Quantity: Description	on of Supplies, Equip, Srvc:	Unit	Cost	Extended
8.00:001200613 2.00:001200919 4.00:001200919	HOLSTER BLACKHAWK RIGHT : HOLSTER BLACKHAWK LEFT : TASER ASSURANCE PLAN WIT:	54 53 53 10	0.95 EA 1.50 EA 3.25 EA 3.25 EA 0.55 EA 3.42 EA	: 436.00 : 106.50 : 213.00 : 84.40

Approved By: 7 wh 502

TASER International

Protect Life. Protect Truth.

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

Fax:

Jeff Waldrop (601) 622-2363 jwaldrop@madison-co.com TASER

Quotation

Quote: Q-35132-2 Date: 10/12/2015 9:42 AM

Quote Expiration: 11/30/2015 Contract Start Date*: 9/2/2015

Contract Term: 5 years

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

	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
SALESPERSON	FHONE	sphillips@taser.com	Fedex - Ground	Net 30
Sam Phillips		sphinips@taser.com		

^{*}Note this will vary based on the shipment date of the product.

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.

Program Start + Year 1(Net 30)

Program	Start + Year 1 ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
0	11002	HANDLE, BLACK, CLASS III, X26P	USD 899.95	USD 7,199.60	USD 0.00	USD 7,199.60
8	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 54.50	USD 436.00	USD 0.00	USD 436.00
	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 53.25	USD 106.50	USD 0.00	USD 106.50
4	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 53.25	USD 213.00	USD 0.00	USD 213.00
1	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 190.55	USD 1,524.40	USD 1,440.00	USD 84.40
Program Start + Year 1(Net 30) Total Before Discounts:					USD 9,479.50	
Program Start + Year 1(Net 30) Net Amount Due:					USD 8,039.50	

Year 2 Due in 2016

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 190.55	USD 1,524.40	USD 0.00	USD 1,524.40
Year 2 Due in 2016 Total Before Discounts:					USD 1,524.40	
Year 2 Due in 2016 Net Amount Due:				USD 1,524.40		

Year 3 Due in 2017

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 190.55	USD 1,524.40	USD 0.00	USD 1,524.40
Year 3 Due in 2017 Total Before Discounts:					USD 1,524.40	
Year 3 Due in 2017 Net Amount Due:				USD 1,524.40		

Year 4 Due in 2018

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 190.55	USD 1,524.40	USD 0.00	USD 1,524.40
Year 4 Due in 2018 Total Before Discounts:				USD 1,524.40		
Year 4 Due in 2018 Net Amount Due:				USD 1,524.40		

Year 5 Due in 2019

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 190.55	USD 1,524.40	USD 0.00	USD 1,524.40
Year 5 Due in 2019 Total Before Discounts:				USD 1,524.40		
Year 5 Due in 2019 Net Amount Due:					USD 1,524.40	

Subtotal	USD 14,137.10
Estimated Shipping & Handling Cost	USD 103.42
Grand Total	

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON FlexTM and AXON BodyTM Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at https://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/scrviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/integrationstatementofwork14. 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 TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	Date:	
Name (Print):	Title:	
PO# (if needed):		

Please sign and email to Sam Phillips at sphillips@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Certificate of Destruction

Agency Name: Quote/PO Number:			
Product/ Quantity to be destroyed:	M26:	X26:	Other:
and rendered permanently nonf	unctional. Destructio uted. TASER is not re tomer for the discou	n of units should be performed ac sponsible for Product warranty or	ill be removed from service to be destroyed cording to Customer's policy. Products traded-liability related to traded-in products, estroyed, and reserves the right to require
Form completed by:	Signatur	re (Digital is acceptable or sca	an)
		Printed name, title	
		Date	

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

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