### **RESOLUTION 15-117**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF 62 TASERS FOR THE CITY'S POLICE DEPARTMENT FROM TASER INTERNATIONAL IN THE AMOUNT OF \$75,094.81; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THAT PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City advertised for bids for the purchase of tasers for the police department; and

**WHEREAS,** on June 9, 2015, the City received two bids in response to the request for bids; and

WHEREAS, the lowest bid was received from Phazzer Electronics, Inc. in the amount of \$59,630.00, and the second lowest bid was received from Taser International in the amount of \$75,094.81; and

WHEREAS, the Police Department has undertaken a comprehensive review and evaluation of each vendor's equipment and recommends the Council award the purchase to Taser International based on the superiority and demonstrated reliability of the product they offer; and

WHEREAS, the City Charter provides that the City Council may award a contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or project afforded by such other bidder; and

WHEREAS, the City accepts the recommendation and evaluation of the Police Chief and finds that Phazzer Electronics, Inc. does not offer the reliability and quality of project afforded by Taser International.

NOW THEREFORE, BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Taser International, relating to the purchase of sixty-two police tasers, in the basic amount of Seventy Five Thousand, Ninety Four Dollars and Eighty One Cents (\$75,094.81), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23 day of July, 2015.

CITY OF KANAMA CITY BEACH

Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk

### INTER-CITY CORRESPONDENCE

### OFFICE OF CHIEF OF POLICE

Chief Drew R. Whitman Panama City Beach Police Department

To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: July 13, 2015

Topic: City Council Agenda Item – Taser Purchase

I would like to respectfully request the following item be placed on the agenda for the upcoming City Council meeting on Thursday, July 23, 2015, for their consideration:

I would like the approval of the City Council to purchase sixty-two (62) police tasers and their accessories. This will be replacing all our old outdated tasers. This item was approved in last year's budget process by City Council. We advertised bids for the tasers and received two bids. One from Taser International, and another from Phazzer Electronics Inc.; please see attached documentation.

I would recommend we approve the bid from Taser; we have used their equipment in the past and are currently using their equipment. We are changing only because our current model is outdated and there are no replacement parts. It is important that all our less than lethal equipment is uniform. This is in the event an officer has to use another officer's weapon in the field during an incident; they are familiar and trained properly all on the same weapons. The Tasers brand is more expensive, but after doing some testing and research on the Phazzer, our training staff has found some issues; please see their detailed report. The total purchase for the sixty-two (62) tasers, accessories with a four-year warranty totals \$75, 094.81.

Respectfully,

Drew R. Whitman

Chief of Police

City Council members cc:

> Jo Smith Holly White

### **Evaluation of the Phazzer Enforcer Conductive Energy Weapon**

Vs.

Taser International X26P Conductive Energy Weapon

Conducted by Sgt. Sean Melton, Cpl. Scott Womack

Taser Instructors for Panama City Beach Police Department, June 26, 2015

This evaluator was requested by Captain Maddox to perform an evaluation of an ECD product known by its brand name as "Phazzer", the model is identified as the "Enforcer". A test and evaluation unit was supplied to this agency by Phazzer Incorporated to evaluate the Phazzer Enforcer and compare it to the currently used Taser International, model X26. It should be noted, the X26 is no longer in production and replacement models would be upgraded to the X26P. For this evaluation, the known operational characteristics and published data for the X26P will be compared to the data made available for the Phazzer Enforcer.

### **TASER**

### PHAZZER

### **Unit Cost**

Taser X26P

\$873.85 per unit

4 year Warranty per unit, \$269.99

Phazzer Enforcer \$630 per unit

4 Year Warranty per unit, \$250

Includes a rechargeable battery

15' Dart

(Not used by LEO)

21' Training Dart

8' Pepper ball (Need policy revisions) Nylon holster with Velcro retention

(Not acceptable for LE Use) Charger with Euro adaptor

### Required support and training equipment needed

**TASER** 

**PHAZZER** 

25' XP Taser Cart

\$26.55 (2 per Officer)

25' LEO Cart

\$31.00 (x2 per officer)

(Already have in stock)

(Require 130 carts, Est. \$4030.00)

21' Training Cart

\$22.95

21' Training Cart

\$25.00

(Already have in stock)

(Require at least 65 cartridges, Est. \$1,625.00)

(\$7,280 in new cartridges)

Battery Pack w/Cart holder

\$61.95

Belt Holder for extra cart

\$35.00

(Require 65 units, \$4,026.75)

(Require 65 units, Est. \$2,275)

Holster, Blackhawk Serpa

\$51.75

Holster "Blade Tech"

\$70.00

(Quality produced by known holster Company)

(Substandard design, poor retention)

(Require 65 units \$3,363.75)

(Require 65 units \$4550.00)

### **Total Cost for 65 Units**

Taser International X26P w/warranty

Phazzer Enforcer w/ Warranty

\$5,655.00

Units

\$74,349.60

Units \$57,200

Cartridges (25 for new certs) \$573.75

Cartridges

(Does not include Pepper Cartridges \$25 per)

Battery pack w/cart holster \$4,026.75

Cart Holder for belt

\$2,275

Blackhawk holsters

\$3,363.75

Blade tech holster

\$4,550.00

Est. \$82,313.85

Est. \$ 69,680

Difference of \$12,633.85

### Pros and Cons

### Taser X26P

### **Phazzer Enforcer**

-Constructed High impact polymer	Pro	-Constructed with Plastic	Con
-Ambidextrous arming switch	Pro	-Arm switch located on spine	Con
(Does not require regrip)		(Requires regrip)	
-Auto shutoff with holstered weapon	Pro	-No auto shutoff upon holstering	Con
		(Possible to reholster an armed weapo	n)
-Over 450 + researched articles	Pro	-Unable to find independent research	Con
(77% of articles located are independent	t of Taser for te	chnical and medical research studies)	
-Redesigned cartridge holder on battery	Pro	-Belt holder for extra Cart	Con
(Updated design prevents cart doors fro	m breaking)	(Takes up more room on belt)	
-Has digital status display	Pro	-Does not have a status display	Con
-Operational Temp4F to 122F	Pro	-Operational Temp 32F to 120F	Con
-Weather Resistant	Pro	-Do not operate where	
		Saltwater spray is present	Con
-Radios do not cause discharge	Pro	-Use caution around radios	Con
		No cell phones in close proximity	
-Battery life, 500 five second activations	Pro	-Battery life, 3000 5-sec cycles	Pro
(Battery will expire before 500/ no recha	arge)	(Do not leave on charger longer than 6	hours
		Could result in damage)	
-Cart fire at 180 feet per sec.	Pro	-Cart fire at 150 feet per sec	Con
-Policy for Taser CEW/ECD in place	Pro	-New policy development required	Con
-Peak Voltage 50,000	Pro	-Peak Voltage 55,000	Con
(Less voltage)		(more voltage)	
-Load volts (regulated) 1,250	Pro	-Load volts (varies) 1100 to 1400	Con
(Measures output, remains consistent)		(Does not stay consistent)	

-Current .0021 Amperes	Pro	-Current	.00220025	Con
(Regulated)		(Variable)		
-Pulse rate 19 per second	Pro	-Pulse rate, 19	to 22 per second	Con
(Consistent)		(Not Consister	nt)	
-Activation switch activates		-Activation swi	tch activates	
Light and laser	Pro	laser only (too	many switches)	Con
-Grip larger with new battery	Pro	-Grip is "Hogue	" style rubber	Pro
-Deploys cart with 8 degree down angle	Pro	-Deploys with 3	degree up and	
Every 7 feet= 1 foot separation		3 degree dow	n (separation unknown)	Con
-Camera (Optional) must be		-Camera has re	movable memory	
Downloaded, not user accessable	Pro	card and abilit	ty to record over/delete	Con
-Critical incidents backed up with		-Unable to loca	nte research or legal stati	ng
Company legal assist for agency	Pro	Phazzer's lega	l Policy	Con

Based on these facts, it is the conclusion of this evaluator that this product has <u>not</u> proven its value over the ECD offered by Taser International. Although there is an evident difference in cost of approximately \$12,600 for a complete agency refit, I feel a "Less than Lethal" ECD device such as these should never be purchased solely on price point alone.

Another deficiency with the Phazzer ECD is the rechargeable battery system. It depends on the officer to keep the unit charged. With all of the responsibilities Police Officers already have, this added task will be nothing more than a burden to the officer until that time when he or she is depending on the ECD to function and they forgot to charge it. Secondly, the officer is tasked with removing the Phazzer battery from the charger after 6 hours or damage could occur (as stated in the manual). If other types of cartridges are utilized, such as pepper ball cartridges, it would be up to the officer maintain inventory and control over the type of cartridges and which one is to be utilized for the particular incident.

The accessories that come with the Phazzer Enforcer appear subpar and perform as such. The nylon holster with Velcro retention that comes with the "package" is that of a holster bought for a child's toy gun and is nowhere near appropriate for Law Enforcement Duties. The upgraded version at \$70 is overly bulky and poorly assembled. It consists of two molded pieces of plastic with rivets attaching them together. The retention is a thumb break, which is easily defeated by pushing your palm down on it from behind the officer or in front of the officer and removing the Phazzer from the holster.

It is also approximately \$20 more than a reputable company, Blackhawk, which would be bought with the Taser X26P and has proven itself with this agency.

Cpl. Womack volunteered to be a test subject in the evaluation of the Phazzer ECD. Upon testing of the cartridges, the brown "LEO" Cartridge deployed upon activation of the trigger. From a distance of approximately 10 feet, the top probe struck Cpl. Womack about 5" inches above the beltline, impacting laterally (sideways) and bouncing off of 2 layers of t-shirt, the barb failing to enter penetrate the clothing and skin of Cpl. Womack. The bottom probe went through a nylon web belt, cargo pants and penetrated into the skin. That is an unacceptable inconsistency.

The rubber ball cartridge lost trajectory well before impact to target and seemed to be at such slow speed that I am still unsure of the intended use. I am certain the rubber ball would have little effect on an average sized person and would more than likely agitate the suspect.

The pepper ball cartridge trajectory was effected by a small gust of wind.

The pepper cloud cartridge was effective in irritation.

Again, with the use of pepper ball and pepper cloud style cartridge, a policy revision would need to be completed. Also, the cost of the cartridges would go up along with the cartridge holster for the officer's belt.

In researching the Phazzer, it was extremely difficult to find information on the product. This evaluator was unable to locate verifiable medical and/or technical research conducted on the product, which is worrisome considering the liabilities carried with the use of such devices. Taser International backs their products with legal assistance and over 450 research publications covering medical and legal concerns, approximately 77% of those studies are independent of Taser International.

The Taser X26P is more expensive than the Phazzer Enforcer. Considering this evaluator's involvement with the Taser program since 2008, I have never heard of this company. Those in the training field of Tasers are aware of an ECD known as Karbon Arms, which initially did offer a comparable product but was soon found to be deficient in many areas when put into actual daily use by LEO's. (Reference Lynn Haven, Florida, Police Department recent discontinuation of Karbon Arms and an immediate transition to Taser products).

This evaluator feels the extra money that is paid for the Taser X26P is worth spending. In the end the Panama City Beach Police Department will have spent their allotted money on the best product available. The Taser X26/X26P is a proven product used by over 2 million LEO worldwide and backed unequivocally by not only Taser Internationals legal department, but by documented independent medical and legal research for over 25 years.

If full replacement were not financially possible, options include, but are not limited to:

A Two year plan for Replacement

Replace Half this year

\$41,156.50

The remaining functional X26 Tasers could be utilized as spares until the replacements arrived the following year.

A three year plan for replacement:

\$27,438 per year, (Factoring in +/- \$ due to cost of materials and manufacturing cost increases)

Again, utilizing the replaced Tasers as spares. Also the Tasers would never have to be replaced all at once and would be placed in 3 separate rotations, saving the city from large single purchases.

Professionally,

Sergeant Sean Melton

Lead Taser Instructor

### Panama City Beach Police Department

17110 Firenzo Street
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

June 09, 2015

Chief Drew Whitman

RE: Electronic Control Device (Bid Summary)

Chief,

At about 11:50 a.m. this date we opened the sealed bids for the ECD's which were to be submitted before 10:00 a.m. this date. We received 2 sealed bids from 2 different companies. The results are as follows;

Taser International 17800 North 85 <sup>th</sup> Street Scottsdale, AZ, 85255	ŧ	\$75,094.81	(compliant)
5 0 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			

Phazzer Electronics Inc. 808 N. Hoagland Blvd	\$59,630.00	(compliant)
Kissimmee, FL, 34741		

As noted above, I have received quotes from two different companies. There was quite a bit of difference in the quotes so I have done some research online and have come up with this recommendation.

- Both units are somewhat comparable in power and effectiveness
- We currently have 2 officers trained as instructors on the Taser and 1 enrolled in a local instructor course for the Taser in the near future.
- We would have to pay for travel and per diem to attend the Phazzer courses.

### Panama City Beach Police Department

17110 Firenzo Street Panama City Beach, Florida 32413-2128 (850) 233-5000 Fax (850)233-5013

www.beachpolice.org

- My understanding is the cartridges for the Taser has identifying small pieces of paper which is deployed along with the darts when the trigger is pulled. The Phazzer cartridges do not have this feature. This is important in helping identify the deployment location and even would help sort out certain issues if multiple units were used at different locations.
- Last but not least the Phazzer Company has only been around for a few years where the Taser Company has been tried and tested in the field for a number of years and has been the sole unit used by our Department. Thus giving our officers the confidence of reliability using the Taser product.

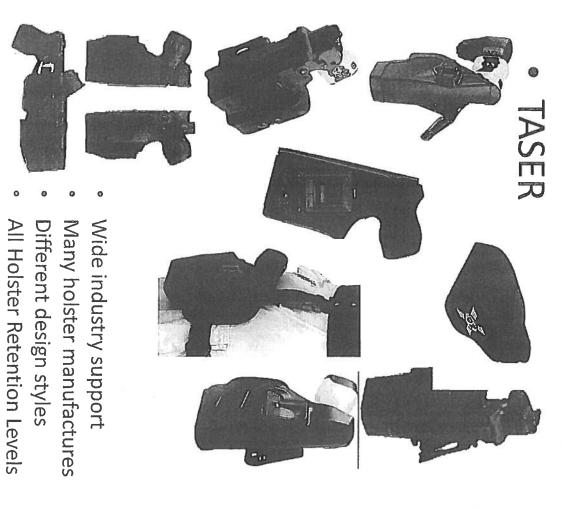
I would recommend excepting the Taser bid over the Phazzer bid due to the points listed above.

Captain Wayne Maddox Patrol Division Commander

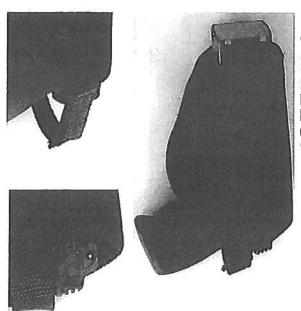
## **TASER**

Competitor Evaluation
March 28, 2014

# Holstering options



Phazzer



- Only one holster option
- Cartridge sticks out, exposing the fragile blast door to damage
- Holster strap is too loose
- Safety is not protected and can be accidentally engaged

## Safety

Feature	X2	X26P
Safety hut- down technology	Option that is supported by special battery pack that incorporates audible alarm, APPM	Option that is supported by special battery pack that incorporates audible alarm, APPM (and XAPPM with spare cartridge holder)
Output Waveform	Precision Shaped Pulse, regulated to a fixed 63 microcoulombs (μC) per pulse, fixed pulse rate of 19 Pulses Per Second (PPS)	Precision Shaped Pulse, regulated to a fixed 63 microcoulombs (µC) per pulse, fixed pulse rate of 19 Pulses Per Second (PPS)
Medical studies	The lack of any subsequent waveform changes or updates, and the results of over 400 animal and human studies, reports, and reviews have established reasonable quality and reliability of the waveform efficacy and safety in TASER	The lack of any subsequent waveform changes or updates, and the results of over 400 studies, reports, and reviews have established reasonable quality and reliability of the waveform efficacy and safety in TASER

## Electrical

Feature	X2	Х26Р	Phazzer
Spark timing device	Electronic switch (SCR) that is microprocessor controlled	Electronic switch (SCR) that is microprocessor controlled	Spark gap controlled
Pulse rate	Fixed at 19 Pulses Per Second (PPS)	Fixed at 19 Pulses Per Second (PPS)	Depending on battery charge status from around 23 to around 27 Pulses Per Second
Charge output	63 +/-9 μC per pulse into any load from 250 to 1000 ohm, arcing or not	63 +/-9 μC per pulse into any load from 250 to 1000 ohm, arcing or not	Around 20µC if arcing to a 600 ohm load, up to around 45µC if connected to a 600 ohm load

# Clock and Data Logs

Feature	XZ	Х26Р	Phazzer
Data log	Trilogy logs keep track of:  1. CEW activations and configuration changes  2. Pulse log records the charge output of every pulse (19 per second)  3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting	Trilogy logs keep track of:  1. CEW activations and configuration changes  2. Pulse log records the charge output of every pulse (19 per second)  3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting	Activation log
Datalog/ Retention	The trilogy logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.	The trilogy logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.	The logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.
Clock	A secondary lithium cell inside	A specifical series and the series and the series are series and the series are series and the series are series are series and the series are	

the CEW handle provides battery inside the CEW handle

removed

provides battery backup even if main battery is removed

battery removal.

reset, and it must be

resynchronized after each

battery causes the clock to

backup even if main battery is

# Feature matrix

Battery retention		Data log	Battery	LASER	Flashlight	Safety Switch	Feature
Positive locking tab must be depressed to release battery	output of every pulse (19 per second)  3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting	Trilogy logs keep track of:  1. CEW activations and configuration changes  2. Pulse log records the charge	All various batteries support intelligent power management, allowing CEW to display battery	<ol><li>LASERs, one each for top and bottom dart trajectory</li></ol>	Yes	Ambidextrous	X2
Positive locking tab must be depressed to release battery	charge output of every pulse (19 per second) 3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting	Trilogy logs keep track of:  1. CEW activations and configuration changes  2. Pulse log records the	All various batteries support intelligent power management, allowing CEW to	One LASER for top dart trajectory	Yes	Ambidextrous	Х26Р
Sliding door held in place by soft rubber cuff on handle		Activation log	Battery indication is based on battery voltage, which varies	One LASER for top dart trajectory	Yes	Back of weapon*	Phazzer

automatic pistol recoils. Making the officers use fingers on the back of the handle could create possible dangerous muscle-memory reflexes while using a firearm pistol. \* The Phazzer safety switch is positioned on the back of the CEW. This is where the slide of an

# Specific PHAZZER comments

- Mechanical sight for outside usage when the LASER is hard to see is very small and inadequate
- Device stops firing after 5 seconds even if trigger is held with no audible alarm telling the officer that firing
- No indication that RTC loses time after each time the battery is replaced/charged
- required or desired. Weapon software is not upgradeable – will require replacing/scrapping the weapon if a software update is
- Red LED for battery capacity illuminates after only 20 to 32 activations
- license hence doubtful if the PHAZZER is CE approved The 924 MHz Bluetooth frequency that PHAZZER uses is not approved for use in Europe or Asia without a specific
- side towards the front of the weapon one on each side that can turn on/off the flashlight Device requires an extra process to separately turn on the Flashlight – (there are 2 switches on the left and right
- Flashlight switch is exposed and can easily be bumped, draining the battery
- Safety switch is exposed on the back of the handle and can easily be bumped draining the battery
- Device is difficult to activate and use with gloves on
- Device does not have a power-save mode so if the safety is left ON, the battery will drain completely
- and battery might fall out. Battery door is not locked in place. It is held in place by the rubber grip, which if torn from use, the battery door
- Only one holster option, that does not protect the cartridge blast door
- weapon in an armed position, and possibly drain the battery, launch a cartridge, or cause an unsafe condition The holster does not secure the SAFETY, which could cause the safety to be engaged by accident, place the
- There is no option to carry a second cartridge on the device
- Is physically larger than the X26 and X26P and hence will take up more belt-space
- There is no timer or other indication on the weapon that the device is activated
- Device cannot be armed while maintaining sight-picture on a suspect
- The Red/Green LED for weapon status is not visible in daylight

# Conclusion

- Safety and Effectiveness:
- We have not seen any medical or safety studies on the Phazzer weapon or their various cartridges.
- various conditions (battery charge, arcing, various human body types (impedances). The device is analog and not able to store usage data or maintain a constant output waveform under
- No product liability insurance
- Not proven anywhere

## Electrical waveform:

- Smart Weapons). constant 63 microcoulombs output, the amount of charge needed to reliably achieve NMI with our microcoulombs as the load varies in the range of a typical human. (The TASER X2/X26P deliver a Operates in open loop with no regulation based on load. Output charge varies from 20 to 45
- Pulse Rate varies a lot, depending on ambient temperature and the charge state of the battery .
- achieving NMI which puts the law enforcement officer at great risk of bodily harm and death. The lower electrical charge might make the Phazzer an ineffective device, incapable of reliably

### Construction

getting shocked reliability, and accuracy. The mechanical design methods indicate the user have a high probability of The Phazzer CEW's and cartridges we have seen indicated poor design, construction, workmanship,

these devices to pass even the most rudimentary quality tests. accuracy test at various ranges, drop and shock testing, vibration analysis, and reliability testing. We don't expect We recommend the actual customer should do their own humidity testing, cold and hot performance analysis,

Item	Description	Qty	Cost each	Total Cost
1	Phazzer Enforcer Black with Data Port	62	635	39,370
2	Blade TechLevel II Retention Duty Belt Holster	62	70	4340
3	Rechargeable Ion Lithium Phazzer Battery	62	0	0
4	Data Port Receiver Download	1	300	300
5	Four Year Extended Warranty	62	250	15,500
6	Shipping and Handling	1	120	120
7	Instructor Certification Course	2	0	0
	Total Cost of Bid			59,630.0

Irana B. Wiss

Bid Submitted By: Diana B. Wiggs/LE Sales

Phazzer Electronics Inc. 808 N. Hoagland Blvd Kissimmee, FL. 34741 Date: 06/08/15

"TASERS"

### **Explanation of Line Items**

- 1 Phazzer Enforcer Black with Data Port: CEW comparable to TASER X26 with built in Data Port chip that Time/Date stamps all usage used in conjunction with Phazzer Wireless USB Data Port Receiver
- 2 Blade Tech Level II Retention Duty Belt Holster that is molded for the Phazzer Enforcer.
- 3 Phazzer Rechargeable 7.4 V Ion Lithium battery is included in the cost of the Phazzer Enforcer with Data Port. Shelf life approx. 3000 deployments
- 4 Phazzer Wireless Data Port Receiver used in conjunction with Phazzer Enforcer with Data Port. 1 Receiver will accommodate all 62 CEW's in the Department
- 5 Four Year extended warranty with full replacement of defective unit shipped within 24 to 48 hrs of receiving the defective unit. No repair time or wait.
- 6 Shipping and Handling is one time charge
- 7 Complimentary Instructor Certification for two Officers if Bid is awarded to Phazzer

Attached: Side by Side Comparison - Phazzer Enforcer vs. Taser X26
Phazzer Enforcer Manual
Phazzer Warranty Policy
Phazzer Liability Insurance Certificate

### PhaZZer® vs. TASER® Comparison of Weapons/Outputs, Ammunition, Holsters and Camera

Phazzer Enforcer ®	TASER X-26 ®
PhaZZer Enforcer Output Characteristics:	TASER X-26 Output Characteristics:
Pulse Rate: 19-22 (PPS) pulses per second Pulse Duration: 120 < Microseconds Peak Voltage: 55,000 > Volts (V) Loaded Voltage 1,100 to 1,400 (V) across body nominally Current: 0.0021 to 0.0026 Ampere (A) 2.3mA Average	Pulse Rate: 19 +1/-2.5 (PPS) pulses per second Pulse Duration: 105-155 Microseconds Peak Voltage: 50,000 > Volts (V) Loaded Voltage: peak main phase 1,400 to 2,520 (1,500 to 2,250) V (volts) Current: @ 19 PPS from main phase 0.0015 to 0.0024 (0.0021 to 0.0026) A
Wave Form: Shaped Pulse Energy per Pulse Joules: .095 J (joules) < = dependent on body resistance, temperature and battery level. Electrical charge can penetrate up to two cumulative inches of clothing.	Wave Form: Complex Shaped Pulse Energy per Pulse: 0.095 to 0.125 [0.096 to 0.122] J (joules) 19 +1/-2.5 PPS. Low temperature and low battery can significantly reduce the pulse rate. Electrical charge can penetrate up to two cumulative inches of clothing.
Power Source: 7.4v Ion Lithium Rechargeable/Replaceable Battery Pack. Approximately 3000 (5 second) discharges per battery.	Power Source: Digital Power Magazine (DPM) A battery of two 3-volt cells giving Approximately 195 (5 second) discharges or approximately 100 (5 second) discharges with Taser Cam attached.
Light Source: Integrated 3W, 160 Lumen, High Intensity L.E.D. Light. Autonomous from Laser Activation and Ambidextrous.	Light Source: Low Intensity L.E.D. Light. Simultaneous activation with Laser but is Ambidextrous.
Laser: Integrated 650nM Red Laser (Used for target acquisition)	Laser: Integrated 650nM Red Laser (Used for target acquisition)
Temperature Range Recommended: 32° F (0° C) to 120°F (49°C)' Extreme Temperature Range: 0° F (-18°C) to 155°F (68°C)	Temperature Range: -4 °F [-20 °C] to 122 °F [50 °C]
Relative Humidity: 15% to 80% Housing: ABS High Impact Plastic	Relative Humidity: 15% to 80% Housing: High Impact Polymer
Yellow All with choice of Black or Yellow rubber grip Black Pink Virtually any client color choice – Anybody color injection molded to specific client order providing 500+ units ordered in one single delivery or production-run ~ This includes MilSpec Green, High Visibility Orange and any color-chart pick providing Phazzer gets an accurate Pantone or CMYK specification to work to.	Yellow All with choices of two colors of handgrip insert Black Clear
	PhaZZer Enforcer Output Characteristics:  Pulse Rate: 19-22 (PPS) pulses per second Pulse Duration: 120 < Microseconds Peak Voltage: 55,000 > Volts (V) Loaded Voltage: 55,000 > Volts (V) Loaded Voltage: 1,100 to 1,400 (V) across body nominally Current: 0.0021 to 0.0026 Ampere (A) 2.3mA Average  Wave Form: Shaped Pulse Energy per Pulse Joules: .095 J (joules) < = dependent on body resistance, temperature and battery level, Electrical charge can penetrate up to two cumulative inches of clothing.  Power Source: 7.4v Ion Lithium Rechargeable/Replaceable Battery Pack. Approximately 3000 (S second) discharges per battery.  Light Source: Integrated 3W, 160 Lumen, High Intensity L.E.D. Light. Autonomous from Laser Activation and Ambidextrous. Laser: Integrated 650nM Red Laser (Used for target acquisition)  Temperature Range Recommended: 32° F (0° C) to 120°F (49°C)* Extreme Temperature Range: 0° F (-18°C) to 155°F (68°C)  Relative Humidity: 15% to 80% Housing: ABS High Impact Plastic  Yellow All with choice of Black or Yellow rubber grip Black Pink Virtually any client color choice — Anybody color injection molded to specific client order providing 500+ units ordered in one single delivery or production-run — This includes MilSpec Green, High Visibility Orange and any color-chart pick providing Phazzer gets an accurate

### Physical Dimensions

Dimensions (Without Cartridge): 15cm (L) x 9cm (H) x

Ammunition Cartridge Dimensions: 2.5cm (L) x 2.5cm (H)

x 3.5cm (W)

Weight w/ Cartridge: 12 oz. (350 g)

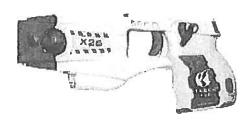


Three finger groove with impact/shock resistant rubber sleeve for greater control and comfort.

Far better hand grip dimensions and control

Dimensions (Without Cartridge); Length (L)  $6.00^{\circ}$  [ 15.24 cm] Height (H)  $3.20^{\circ}$  [8.13 cm] Width (W) 1.300 [3.30 cm] Ammunition Cartridge Dimensions: 2.5cm (L)  $\times$  2.5cm (H)  $\times$  3.5cm (W)

Weight w/Cartridge: 9 oz. (254 g)



Two finger groove without rubber sleeve

### Holster

Hand Grlp

PhaZZer Blade Tech Level 2 Retention Duty Belt Holster Level 2 Secure Retention

Thermo Molded Body – protects cartridge when attached Designed for the Phazzer Enforcer CEW

Compatible with or without the Phazzer RailCam

Two-Piece riveted Outer Shell that is Closed on Three Sides with a Singular Active Safety Lock (Disengaged with the Thumb)

Easy re-holster feels like the CEW is pulled back into the holster providing a solid snap and lock

Duty Belt size 2 - 3/4 Inch belt loops

Can be mounted opposite side for cross draw configurations

Left and Right Handed options available

Hand Made in the USA

**MOLLE Compatible** 

Military and Law Enforcement Grade



Alternative Options: Grade A Made in USA Leather Duty Belt Holster Options Available in smooth or basket weave

Coming soon Exoskeleton designed to fit the Enforcer CEW only with Level III retention.

Taser Black Hawk X26 SERPA

Automatically engages safety when re-holstering

Holster bottom is configured to block the probes in case of accidental activation.

Trigger and trigger guard are completely enclosed inside holster Belt loop fits most duty belts

Extended coverage protects polycarbonate digital readout window

Redesigned to hold new TASER® X26 cartridge carrier (sold separately)

Rigid holster body delivers improved retention

Protects cartridge in holster

Available in Matte Black

Various Leather Duty Belt Holster Options Available



Battery	Enforcer Battery is a 7.4 volt dual ion lithium rechargeable/replaceable system. Green indicator light located below the safety switch which will change to red when the battery level is depleted by 40% leaving 60% power remaining throughout a given shift. Data information storage uses nonvolatile memory and will not be lost or corrupted if powered down or battery is removed!	Lithium DIGITAL POWER MAGAZINE (DPM) OR XDPM has onboard memory chip that maintains a record of the remaining power.  Non-rechargeable
Battery Gold Contacts	This is not an issue with the Enforcer because the battery plugs in with an insulated socket rather than having open or exposed electrical contacts.  PhaZZer battery pack has absolutely NO short circuit potential	Caution: Do not store the DPM anywhere that the gold contacts on the top of the DPM may touch metal objects. If the DPM is short-circuited, the DPM will malfunction and the energy lost during the short circuit will not be registered or tracked in the DPM.
Battery Operation: Programming Issues	The Enforcer memory can be stored at all times if the battery is left out of the device or detached for over 48 hours. However, the time/date stamp clock will need to be reset after reinstall of new battery or temporary removal of existing battery.	The TASER X26 must be stored with the DPM/XDPM inserted at all times. If the DPM/XDPM is left out of the device for an extended period of time, software in the X26 may be damaged resulting in possible failure of the device and the date/time may be reset
Battery Operation: Removing the DPM or Moving the Safety Switch	This is not an issue with the Enforcer as the battery is completely separate from the memory system built into the weapon.	Removing the DPM or moving the safety switch to the up (ARMED) position during the programming cycle will result in corruption of the data and the X26 will have to be returned to the factory for reprogramming.
Battery Operation: Environmental Comparisons	PhaZZer® battery systems are far more environmentally friendly due to the fact that it is a fully rechargeable battery. One PhaZZer® battery will allow for approx.  3,000, five second firings for the lifecycle.	These digital batteries are not environmentally friendly (Federal Government is trying and pushing to Go Green) TASER <sup>e</sup> has between 150-200 shots per battery depending on function usage i.e., LED flashlight, arc test firing & deployment.

Battery Operation: Strength of Charge Readout	This is not an issue with the Enforcer as the battery is monitored by a single LED indicator, giving quick view of acceptable charge: and allowing the operator to have full attention placed on the perpetrator and not on a digital display.	The TASER® X26 battery digital readout must be continuously monitored while in use to assure maximum discharging has not been reached. Additionally, the readout can be incorrect if a short circuit takes place, i.e. an officer may have a dead battery and not even know it
Battery Operation: Monitoring Capabilities	The Enforcer will give an immediate battery condition check with the green LED on the rear of weapon handgrip in view for the officer using the weapon when ready to fire. If the Green LED turns red while testing or firing, the Enforcer will still, at this point, have a 60% operational charge thus providing plenty of notice during the remainder of the officer's shift.	The DPM or the XDPM are not rechargeable. The DIGITAL POWER MAGAZINE (DPM) OR XDPM has an onboard memory chip that maintains a record of the remaining power. Most agencies' policies require replacement once the battery reaches 70% or less. So in summary each agency pays X amount of money to use only 30% of a Taser battery.
Battery Operation: Chargeability	The PhaZZer® Enforcer rechargeable/replaceable battery allows for approximately 3,000 (5 second discharges). AC Adapter charger that comes with the Enforcer automatically shuts off when the battery is fully charged.	The DPM requires replacement and disposal after 195 (5 second discharges).  http://www.taser.com/products/military/accessories
Ammunition:	PhaZZer® offers greater versatility and various options for more than one less-lethal or non-lethal ammunition option.	TASER <sup>©</sup> X-26 offers electronic dart cartridges at various distances as well as training dart cartridges at various distances.
	Options are: electronic dart cartridges at various distances, pepper ball, rubber impact bullet, pepper powder, paint mark ball, as well as dart training cartridges at various distances. (USPTO Patent on all non dart alternative ammunitions)	NO DIRECT EQUIVALANT AVAILABLE to compete against the PhaZZer Enforcer Patented Cartridge designs however PhaZZer's special load ammunition will fit TASER X-26 and M-26 Weapon Systems.
	PhaZZer® Ammunition is classified as "non-firearm based ammunition" as defined in the GCA by U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (Nitrogen Propelled)	All TASER <sup>2</sup> Ammunition is classified as "non-firearm based animunition" as defined in the GCA by U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (Nitrogen Propelled)
Ammunition Types and Compatibility	All PhaZZer <sup>®</sup> ammunition cartridges will effectively deploy from the TASER <sup>®</sup> X26 ECD and have been confirmed to not hamper operational effectiveness of the weapon nor cause any damage whatsoever.	All TASER <sup>®</sup> X26 & M26 ammunition cartridges will effectively deploy from the PhaZZer <sup>®</sup> Enforcer and all other PhaZZer <sup>®</sup> CEW does not hamper operational effectiveness of the weapon.
	PhaZZer <sup>©</sup> will NOT void its warranty if alternative brand ammunition is used in our weapon. PhaZZer <sup>©</sup> vs. Taser Ammunition Compatibility Test (Govt. Access only): <a href="http://www.youtube.com/watch?y=X7VmPmDvXq4">http://www.youtube.com/watch?y=X7VmPmDvXq4</a>	TASER $^{\varepsilon}$ has announced that they will void the warranty if non TASER $^{\varepsilon}$ brand ammunition is used in any Taser weapon.

5;

PhaZZer cartridges include a selection of unique new designs including hard Rubber Ball, Pepper Ball, Pepper Ammunition TASER® X-26 cartridges - Only Dart projectiles Continued.... Powder and Paintball as well as TASER® style darts Less Lethal Ball projectiles unique to PhaZZer Enforcer Patented Design US Patent Office # 8733251 **Built in LED Light:** PhaZZer® Enforcer offers an ambidextrous switch access TASER® X-26 & M-26 models have a substantially lower for high intensity 160 lumen 30+ meter beam light. This intensity light. eliminates the need to use a flashlight in dark areas leaving the officer's other hand free to keep on his Simultaneous activation of Laser and Light. sidearm as a backup. Light is autonomous to the Laser Activation. Operation The Enforcer with its simplicity is compared to the TASER® utilizes digital readout to monitor power operation and must be monitored by the officer during operation. This reliable Revolver of the old West. Simple quick LED visual Simplicity: Ease of indicator of PhaZZer<sup>a</sup> battery condition allows the officer extra mental juggling to operate the Taser exposes officers to **Use and Control** to maintain complete sight on the perpetrator while potential loss of sight of the perpetrator. TASER® offers operating the PhaZZer®. PhaZZer® Enforcer does not illuminator selector button with 4 switch positions to operate require digital operation or monitoring of controls as the CID, the laser and flashlight both on and off in sequence does Taser. PhaZZers offers simple draw, safety on, point leaving a substantial margin for error by drawing the officer's attention away from the perpetrator. and deploy operation with ambidextrous LED light access compared to Tasers digital operation. TASER® X26 offers a two finger grip. PhaZZer® Enforcer offers a three finger hand grip for greater comfort and control of the CEW. Laser Sight PhaZZer® Enforcer has 650nm red diode. TASER® X26C has a 650nm red diode.

### Safety Shut Dovin Technology:

PhaZZer® Enforcer has implemented and is in the process of Patenting a "safety shutdown technology circuit" which effectively shuts the weapon down if aggregate exposure to the body exceeds 15 seconds. This precautionary safety circuit allows for three separate full 5 second trigger applications before the CEW is disarmed. The Operator can recycle the safety back switch if additional force is reasonable and necessary. Most up to date medical studies have indicated that the 15 second rule established by the AAEM is the new benchmark for safety when using a CEW into a live target in a 24 hour period. This PhaZZer® designed safety shut down circuit can be overridden by the operator if he/she feels the need to use additional force by simply recycling the safety switch. This will limit liability to the L.E.O. and agency, creating better awareness for using excessive force to the officer, and save lives if training guidelines are followed.

No automatic shutdown technology feature. The trigger activates a 5-second cycle continuously per trigger pull up to the point of battery depletion. No fail safe to regulate compliance with the AAEI/I rule on prolonged duration warning of 15 seconds or more exposure of shock application into the human body in 24 hour period. The cycle can only be stopped by placing the safety lever in the safe position or minimizing the number of trigger pulls based on user discretion. In the heat of the moment, it is unlikely that the user is counting the number of exposures.

### Data port Features & Functions:

PhaZZer® Enforcer data port system contains an assigned operator selectable identification number that is programmable via a 924 MHz wireless USB Interface. No need for cable connections or removal of the battery. All initial setup, programing and downloads are completed via wireless, enabling several Enforcers on the bench at one time to be programed, thus saving time for larger agencies and allows for ease of operation. This also avoids possible corruption of data due to battery removal and/or shorting of battery connections that could lead to misfire or complete failure of deployment. Wireless download software is supported by Windows<sup>4</sup> 98se, NT, 2000, XP, Vista and Windows 7° both 32 and 64 bit compatible:

- Data collected is in standard format and able to load directly into Microsoft Excel, Word or any other formats that allow integration of data.
- Enforcer data can also be uploaded to other secure data storage platforms for court retrieval evidence if necessary
- Software supports time and date stamp, duration of applied CEW force and serial number identification of CEW weapon used and recorded
- Software has security levels for administrative access use only, or standard operation and maintenance support
- More than 999 units can be listed on one single agency data base with individual serial number identification of CEW's in inventory
- Wireless interface device utilizes standard PC 2.0 USB connection for Data download and initial program setup

TASER® X-26 data port download kit is a cabling hard wire connection system requiring the digital power magazine to be romoved prior to operation and downloads. The Dataport Download Cable is specifically designed to plug into the TASER® X-26 ECD via the battery and connects to a PC using USB port. This cable allows for the upload of firing data from the X26E ECD to Evidence.com via Online SYNC or download of firing data to a local computer via Offline SYNC software is supported by Windows® 98se, NT, 2000, XP, Vista and Windows 7® both 32 and 64 bit compatible

- Data collected is in standard format and able to load directly into Microsoft Excel, Word or any other formats that allow integration of data
- TASER® X-26 data can be uploaded to Evidence.com or any other secure data storage for court retrieval evidence if necessary
- Software supports time and date stamp, duration of applied CEW force and serial number identification of CEW weapon used and recorded
- Software has security levels for administrative access use only, or standard operation and maintenance support
- Multiple units can be listed on one single agencies database with individual serial number identification of CEW's in inventory
- Utilizes standard PC 2.0 USB connection for Data download and initial program setup.



### Standard Warranty · Warrants free from defect in workmanship and Warrants free from defect in workmanship and materials for & Extended materials for a period of 1 year from date of receipt a period of 1 year from date of receipt Warranty Options: Failure to provide ALL required warranty return Failure to provide ALL required warranty return information information will NOT result in any further delay for may result in a delay of 12 weeks or more for replacement replacement item item PhaZZer<sup>®</sup> manufactured accessories are covered under TASER<sup>a</sup>-manufactured accessories are covered under a a I year warranty from the date of receipt limited 90-DAY warranty from the date of receipt · Broken blast doors on ammunition cartridges ARE \* Broken blast doors on ammo cartridges are NOT covered covered under warranty under warranty · Optional extended warranty may be purchased during Optional extended warranty for X26 may only be purchased POS or anytime during the standard 1-year warranty during the 1-year limited warranty period, however X2 optional extended warranty may be purchased at POS · The extended warranty does not cover battery The extended warranty does not cover battery replacement. replacement A replacement product will have the remaining warranty . The replacement product will have the remaining period of the original product or 90 days from the date of warranty period of the original product or 90 days from replacement or repair, whichever period is longer the date of replacement whichever period is longer Taser warranty does not apply with use of non-TASER® PhaZZer® does not void its warranty if a non- PhaZZer® cartridges not manufactured by TASER manufactured cartridge is used in any/all PhaZZer® CEWs. Pha7Zer® extended 2-year warranty comes at a cost of \$95; whereas, TASER® charges \$80 for a 1-year warranty. Standard Warranty · NONE Warranty repair service requires 7-10 day processing Repair Service: · No waiting period for warranty repair service, Failure to provide required warranty return information may PhaZZer® will replace defective unit with a brand new or result in a delay of 12 weeks or more for repaired item return. refurbished unit within 48 hours of received defective product return. Ammunition Warranty PhaZZer® offers a full five year replacement warranty from the date of production on all ammunition cartridges in the case it is defective for any reason. The production date is identified in the serial number located on the bottom of each cartridge, PhaZZer® suggests that potential customers check with country, state, and local laws pertaining to possession and usage of CEWs. Phazzer RailCam police and law enforcement video **Evidence Gathering** system is an audio-video recording camera with its own The TASER® CAM® police and law enforcement video system is internal rechargeable battery capable of external an audio-video recording camera integrated into a recharge from either 12v vehicle or mains (110v to 240v rechargeable TASER® X26 power supply that replaces the standard Digital Power Magazine (DPM) battery pack. AV 50Hz) power supply via USB 2.0 cable (supplied) downloading directly into laptop or desk PC. The TASER® CAM® audio video Phazzer RailCam slides onto recorder is activated any time the the top rail of any Phazzer safety is in the off position "ARMED". Enforcer securely locking into This allows officers to capture vital position. audio and video information prior to, during, and after the potential Phazzer RailCam activates by deployment of an X26 ECD. simply pushing up for ON and the power switch is Cannot be operated independently completely independent from from the TASER® X 26 switch the CEW's own ON/OFF functions with 90mins recording on a 8GB Mini SDHC card \*Simultaneous camera activation and weapon system

activation Coming Soon\*

All PhaZZer® Enforcer ammunition is compatible with all PhaZZer® CEWs, and TASER® X26® P & E models and M26® models of electronic control devices. All PhaZZer® weapons & ammunitions are certified by the ATF as non-firearms due to the propellant of compressed Nitrogen (N2 1700 psi), as it is not a gunpowder based propellant. The possibilities are endless for detention facilities in their everyday needs of containment and control.



### PhaZZer Electronics, Inc.

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### **Warranty Policies**

### PRODUCT WARRANTIES

- PhaZZer One Year Manufacturer Warranty Guarantee Policy
- Optional 2 Year Extended Manufacturer Warranty Guarantee
- PhaZZer Enforcer Lifetime Replacement Guarantee
- PhaZZer Battery Warranty Policy
- PhaZZer Ammunition Cartridge Warranty Policy
- Return Policy

### PhaZZer One Year Manufacturer Warranty Guarantee Policy

The limited warranty set forth below is provided by PhaZZer Electronics. Inc. USA with respect to ALL PhaZZer Brand Products purchased. The PhaZZer Brand Products purchased with this limited warranty are the only products which this limited warranty provided by PhaZZer apply.

- a) Any PhaZZer Brand Product, when delivered to a customer in new condition in its original packaging, is warranted against material defects and workmanship for a period of one year from the date of original purchase. Defective units returned to PhaZZer and proven to be defective upon inspection will be FULLY REPLACED with a new unit or exchanged for a refurbished unit as determined by PhaZZer. PhaZZer warranty does not offer any repair program so there is no waiting period involved in this guarantee. In any case of discontinued product, any unit will be replaced with a unit that has similar or more advanced features as PhaZZer Technology progresses. This limited warranty covers all defects encountered in normal use of ANY PhaZZer Brand Product and does not apply in the following circumstances:
- b) Loss of or damage due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow operating instructions, maintenance or environmental instructions prescribed in the user manual or services performed by an unauthorized PhaZZer Dealer. Additionally, water damage, sand/dust/corrosion damage, damage due to impact, scratches, abrasions or damage to the housing, or other accidental damage to any other accessories that has been determined to have resulted from misuse, abuse or failure to operate the units as set forth in the operating instructions.

Technical support may be obtained for all PhaZZer Brand Products 24/7 (excluding holidays) as follows:

- Email your technical support questions anytime to support@phazzer.com
- Telephone support call 1-855-742-9937
- Visit our Support page

PhaZZer Warranty Guarantee will be honored if our technicians cannot troubleshoot and resolve your issue in ten minutes or less. It is the policy of PhaZZer to arrange return merchandise authorization # with the defective product and replace upon receipt of the original product and invoice. A new unit will be shipped out accordingly within 48 hours of return.

### Optional 2 Year Extended Manufacturer Warranty Guarantee

The optional extended warranty for a PhaZZer Enforcer CEW can be purchased at the point of sale or any time prior to expiration of the standard 1 year warranty. 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 after the expiration of the Full 1 Year Limited Warranty.

Purchaser may not buy more than one optional extended warranty for any one specific product. The extended warranty does not cover battery replacement and carries the exact same guarantee conditions of the Full 1 Year Manufacturing Warranty Guarantee.

### PhaZZer Enforcer Lifetime Replacement Guarantee

PhaZZer Electronics, Inc. will replace a PhaZZer Conductive Energy Weapons (CEW) free of charge with the same or like product within one year following the altercation if the customer provides the following information to PhaZZer Electronics, Inc.:

- Copy of the official police report documenting the incident, details of the use of the product in self-defense, and confirmation of the loss of the product
- Proof of purchase of the product (receipt, purchase order, or invoice)
- Check or a credit authorization for the shipping and handling fees

 Customer's name, phone number, and physical address (no P.O. Boxes allowed), of location where the replaced item will be sent.

Send to:

PhaZZer Electronics, Inc.

Attn: Customer Service

808 N. Hoagland Blvd

Kissimmee, FL 34741

Purchaser is responsible for any expedited shipping or handling costs for the replacement CEW. A replacement product assumes the remaining warranty of the original product or extends to 90 days from the date of replacement, whichever provides longer coverage to the Owner.

### PhaZZer Battery Warranty Policy

It is PhaZZer Electronics policy to honor warranty claims within the warranty period; however, claims will not be accepted on products that are defective due to owner abuse/neglect or used in applications for which the product is not intended. A warranty claim may require product analysis prior to issuance of credit/replacement. Warranty coverage requires a proof of purchase or original receipt, and applies to the original purchaser. Warranties are not transferable. Specific terms and conditions of warranty policy will vary by product type. Modification of these policies, if applicable, will be posted. Batteries purchased through PhaZZerStore.com or a PhaZZer Electronics Distributor are covered for a 1 year period from the date of manufacture, not of sale, which is determined by the serial number on the Enforcer in question.

Proper Maintenance, Use and Storage

PhaZZer batteries must be charged every six (6) months and completely discharged in order to maintain their integrity.

Please contact PhaZZer Electronics Support with questions on coverage for a specific product.

### PhaZZer Ammunition Cartridge Warranty Policy

PhaZZer Ammunition Cartridges are individually sealed and have a shelf life of 5 years from date of manufacture. You can find this printed on the Ammunition Cartridge itself. The warranty

of the Ammunition Cartridge is covered for a 1 year period from the date of purchase, not of manufacture.

### **Return Policy**

### Shipping & Returns:

PhaZZer Brand Products is dedicated to customer satisfaction. If your purchase does not fulfill your needs for any reason, you may return your item for an exchange within the 30 days from the date of purchase. Simply contact us to receive instructions on returning your purchase. All products come with a full one year warranty and will be replaced at our discretion. Shipping is non-refundable. Shipping to and from PhaZZer is at the customer's expense and varies according to weight, size, shipping type and location.

ACORDO
THIS CERTIFICATE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

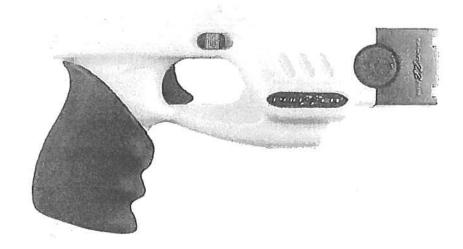
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PhaZZer® Electronics, Inc.

### PhaZZer® ENFORCER CEW



### PhaZZer® Enforcer Instruction Manual

### Including Optional Wireless DATA PORT

PhaZZer® Electronics Inc.

VER.6-2014.11.16

This manual contains necessary operational information and should be read and understood before using the PhaZZer® Enforcer.

If you have questions, please contact PhaZZer® (echnical support at: sales@PhaZZer.com

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### DANGER - WARNING - DANGER - WARNING - DANGER

- Although the PHAZZER® Enforcer is a less lethal weapon and classified by the United States
  Department of Justice (DOJ) as a "Non-Firearm", PLEASE TAKE NOTE OF THE FOLLOWING
  WARNINGS AND READ THIS MANUAL COMPLETELY PRIOR TO USE
- The PHAZZER® Enforcer can cause extreme electrical shock.
- Do not continuously shock the assailant for more than 15 seconds in any 24 hour period as medical studies have indicated that this can cause serious bodily harm and even death.
- · Avoid sensitive areas of the body when firing at the live target, including the neck, groin and face.
- The PHAZZER® Enforcer is not a toy or novelty. The PHAZZER® Enforcer is a highly advanced Less Lethal "DEFENSIVE" weapon that causes Neuromuscular Incapacitation (NMI), and should always be out of reach from children.
- The darts in the cartridge are sharp and have a barbed like feature that pierces the skin. Never aim the PHAZZER® Enforcer higher than the torso. The darts can cause serious bodily injury to the face and eves.
- The PHAZZER® Enforcer can cause, and is not limited to electrical shock, cuts, bruises, swelling and
  or burns.
- Only use the PHAZZER® Enforcer on would be attackers, do not use on innocent individuals, children, pregnant women, disabled persons or animals of any kind.
- The PHAZZER® is for self-defense and apprehension use ONLY.
- Always keep pathway in front of the PHAZZER® Enforcer clear unless targeting an assailant; keep all
  parts of your body away from the front of the PHAZZER® Enforcer.
- Static electricity can discharge the PHAZZER® ammunition cartridges. Avoid this all times when handling the PHAZZER® ammunition cartridges.
- Always store the PHAZZER® and the dart cartridges in a dry, secure location away from static electricity.
- Never shine the laser directly into the eyes.
- Never point the laser at the eyes of other people or animals.
- Keep Enforcer dry at all times. Do not operate when wet or where saltwater spray is present. Light
  morning dew or condensation from high humidity during operation is acceptable when immediately
  drawing weapon from holster.
- The Enforcer should never be exposed to temperatures that exceed below freezing unless carried close to body-heat, such as holstered or concealed.
- Avoid direct exposure to sunlight for long periods of time. If carried as a duty weapon keep in holster during extreme temperatures and weather conditions.
- Do not hold with freehand near blast doors at any time to avoid shock or hand injury from deployment.
- Trigger finger should not be on trigger when safety is released to the firing position until ready for deployment to avoid accidental misfire.
- Use caution around radio transmitters during operation, such as mobile and handheld two-way radios.
   Avoid close proximity to cellular phones.
- While traveling domestically, U.S. laws prohibit carrying CEW devices by public and commercial travel methods. You must stow in check-in luggage and claim before boarding. Check with TSA before travel to confirm regulations and procedures.
- Check international laws before traveling. There are restrictions that prohibit taking CEW devices outside
  of the United States.

Class Illa Laser Warning

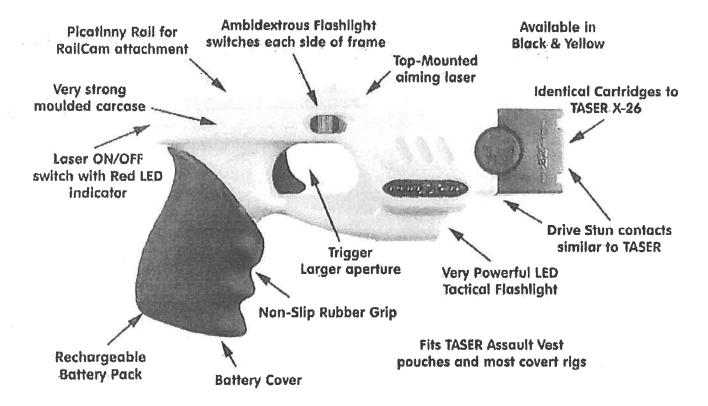
LASER RADIATION

### SOURCE OF IGNITION

- The PHAZZER® Enforcer can be a possible source of ignition.
- Keep the PHAZZER® Enforcer away from ALL flammable sprays, liquids, vapors, and explosive
  materials. Also use caution around sewer lines, methamphetamine labs and some self-defense sprays
  like pepper sprays that use flammable propellants such as alcohol. Alcohol can ignite during deployment.
- Do not operate around any open electrical wires to avoid coming in contact with dangerous voltages with dart wires.

### THE PHAZZER® ENFORCER DESCRIPTION

The PHAZZER® Enforcer is a Conducted Energy Weapon (CEW) which immobilizes a target by firing two dart projectiles and delivering a safe but effective combination of voltage and amperage at 19-22 pulses per second when delivered into the body. The electric charge is delivered through a pair of conductive insulated wires. The PHAZZER® Enforcer will also deploy all other forms of PHAZZER® Ammunition cartridges and is compatible with the TASER® Ammunition in use and function. Both the TASER® Ammunition and the PHAZZER® Ammunition will function in either weapon as they have been tested as functionally compatible.



- The voltage keys in on the neural muscular system and disables voluntary muscle control, dropping the target in approximately one and one half to two seconds. It is no surprise that Conducted Energy Weapons, such as the PHAZZER®, are not only effective in protecting the user's safety, but also provides a safe alternative in apprehending rather than injuring the target.
- The PhaZZer® has been tested for safety, effectiveness and will substantially reduce the likelihood of serious harm or death if used as directed when compared to alternative methods of force. It is one of most effective alternatives to the use of more substantial force when it is unnecessary. The PHAZZER® Enforcer includes a 7.2 volt, rechargeable, ion-lithium battery pack coupled with an AC Adaptor Recharging System that can be plugged into the wall when the charge is low. The unit also includes a 21' Training Cartridge, 15' Dart Pro and 8' pepper ball cartridge, nylon belt loop holster and international plug at initial purchase.
- To prolong the battery life, avoid charging the battery for longer than 6 to 8 hours.

### PHAZZER® ENFORCER OFFERS A UNIQUE PRODUCT DESIGN

- The PHAZZER® Enforcer unit requires no registration as it has been classified by the ATF to be a
  "Non-Firearm" due to the Nitrogen Propulsion Deployment System. There are no codes for
  activation and thus the unit is immediately operational upon receipt.
- The PHAZZER® Enforcer unit can be recharged by inserting the battery charger when the GREEN indicator light turns RED at approximately 60% of battery capacity (Charger included with purchase). To prolong battery life, avoid charging the battery over 6 ~ 8 hours.
- The PHAZZER® includes a three finger hand grip with indentation grooves for finger placement and greater control.
- All PHAZZER® units include a Laser Sight for greater firing accuracy and a 3 watt LED highintensity 160 lumen light for night use.
- The PHAZZER® has two Black Switches located on both sides of the unit and when activated turn
  on the 3 watt, 160 Lumen, high-intensity, LED light.







160 Lumen LED Flashlight



Aiming Laser on top of Enforcer

 The PHAZZER® also has a Black Power/Safety Activation Switch on the rear of the unit and when activated will instantly arm the unit and activate the laser.  The PHAZZER® has been tested for effectiveness, safety, accuracy and consistently subdued the assailant within 1-3 seconds upon contact (depending on variables).

All PHAZZER® units come with a One Year Manufacturer's Warranty with extended warranties.
 available.

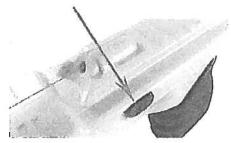


Improved 6 degree dart dispersion Fuhanced accuracy in dynamic situations



### APPREHENDING OR DEFENDING YOURSELF WITH THE PHAZZER®

- If you are threatened, or feel threatened from a possible assailant, double check the PHAZZER®
   Enforcer to make sure it is loaded with an ammunition cartridge.
- 2. Take the PHAZZER® Enforcer in your dominant hand as this unit is ambidextrous and will provide ease of use in either hand.
- 3. Prior to firing, arm the PHAZZER® Enforcer by activating the Black Power Safety switch located at the rear of the unit. This will activate the power and Laser Sight and arm the unit. A GREEN indicator light will illuminate to confirm sufficient power level and activation. NOTE: If the indicator light at the rear of the unit is RED indicating that the unit is at or below 60% charge capacity, the unit should be plugged into the AC adaptor and recharged for 2-3 hours to reach maximum capacity. (The Plastic Plug insert should be placed in the Charging Receptacle once the Enforcer is fully charged and ready for use.)
- 4. To illuminate the target or area, push forward the Black L.E.D. switch located on either side of the Enforcer unit and the three Watt, 160 lumen High Intensity light will illuminate the area. Please note that the Black "Power Safety Switch" and the Black "L.E.D. Light Switches" are independent of each other and can be activated separately.



5. Prior to firing at a live target, yell out loud to the assailant; yell as clear as you can to advise the assailant that you have a PHAZZER® Enforcer and that you will deploy it.

- 6. If the assailant was not scared away from your warning, activate the unit and take aim at the assailant when he/she is within range. Aim at the torso and pull back the TRIGGER to deploy the loaded ammunition cartridge. Please note that the PhaZZer® Dart Pro Cartridges will deploy 3 degrees above and 3 degrees below the red diode Laser site.
- 7. At this point, you can set down the PHAZZER® Enforcer and run to a safe location where you can call the police, and only do this when using a dart cartridge as this will continue to shock the target continuously for a 5 second duration. Or at your discretion, apprehend the assailant but do not allow more than 15 seconds continuous shock into the live target as any prolonged duration in excess of this amount for CEWs has shown to cause serious injury or death.

### BACK UP DRIVE STUN-DEVICE

The back-up Drive Stun function is operable when the dart cartridge is not installed into the PHAZZER® Enforcer. The Drive Stun function relies primarily on the pain reflex, but if held against the assailant for several seconds can also target the neuromuscular system thereby causing the target to drop to the ground. Even in close range, using the full capabilities of the PHAZZER® dart deployment system is strongly suggested due to the separation distance of the darts. The drive stun feature can also be used after the cartridge has been deployed by driving the unit into the assailant or simultaneously as the darts are the primary point of contact.

- Both of the PHAZZER® Enforcer's electrode darts must be in contact with the assailant's body or clothing in order to complete the circuit. Please note that if one of the darts should miss the assailant, you should drive stun to complete the circuit and cause NMI
- After activating the Black Power Safety/Laser switch at the rear of the Enforcer, you will be ready for full ammunition deployment.
- 3. Pull back the trigger to electrify the electrodes.
- Target the areas of assailant's body which have larger muscle mass.
   Examples include torso, back and thighs.
- 5. Break free and escape to a safe location and call the police or cuff and apprehend the suspect.

### LOADING THE PHAZZER® ENFORCER

- Double check the PHAZZER® is not armed and that the safety switch is in the off position. (Be sure
  the plastic plug is inserted into the charging receptacle.)
- 2. Keep your hand away from the front of the ammunition cartridge while inserting into the Enforcer in the case of accidental deployment.
- 3. Point the PHAZZER® Enforcer away from all parts of your body and others.
- 4. Hold the dart cartridge by the sides and insert the cartridge.
- 5. Press the dart cartridge into the front of the PHAZZER® Enforcer until you hear a pronounced click.
- 6. Make sure the dart cartridge is locked by pulling outward on the sides of the dart cartridge gently.

### UNLOADING THE PHAZZER® ENFORCER

- 1. Double check that the PHAZZER® is not armed and that the safety switch is in the "off" position.
- 2. Point the PHAZZER® Enforcer away from all parts of your body and others.
- 3. Press both side buttons on cartridge simultaneously and remove.

### ARC-TEST

- 1. Check that the PHAZZER® is not loaded with a dart cartridge. Arc test should never be performed with a dart cartridge loaded.
- 2. Point the PHAZZER® Enforcer away from yourself and others. Make sure none of your appendages are in front of the PHAZZER® Enforcer.
- 3. Arm the PHAZZER® Enforcer by activating the rear safety switch. (Be sure that the plastic plug is inserted into the charging receptacle.)
- 4. Pull back the trigger.
- 5. Listen and look at the rate of the arc jumping from the electrodes, this should be at a rapid rate. (19-22 pulses per second)
- 6. Disarm the PHAZZER® and the test is complete.

Arc test should be done prior to inserting an ammunition cartridge. Confirm safety is in the OFF position before inserting ammunition cartridge.

### PHAZZER® SPECIFICATIONS AND FEATURES

- Output Characteristic: NOTE All Outputs are ± 20% depending on variables
  Pulse Rate: 19-22 pulses/per second, continuous output for 5 seconds unless deactivated by the user. Safety
  Shut Off Feature: Unit can be deployed for three consecutive trigger pulls or an aggregate 15 seconds into
  the same target prior to shutting down. The user will need to recycle the unit by turning the activation safety
  switch off and on again in order to fire the unit beyond the full 15 second deployment. This feature has been
  added due to the multiple deaths allegedly associated with prolonged duration of the TASER® use beyond 15
  seconds of cumulative electric charge into the body.
- 2 Pulse Duration: 120 < Microseconds
- 3 Peak Voltage: 55,000 > Volts (V)
- 4 Load volts 1,100 to 1,400 < (V) across body nominally
- 5 Current: 0.0022 0.0025 Ampere (A) 2.2mA 2.5mA < = average
- 6 joules: .075 < = dependent on body resistance
- 7 Pulse wave: Shaped pulse
- 8 Housing: ABS High Impact Plastic
- 9 Power Source: 7.2v Ion Lithium Rechargeable and Replaceable Battery Pack
- 10 Integrated 3W, 160 Lumen, High Intensity L.E.D. Light
- 11 Integrated Laser (Used for target acquisition)
- 12 Electrical charge can penetrate up to two cumulative inches of clothing
- 13 Temperature operating range nominal: 32° F (0°C) to 120°F (49°C)
- Extreme temperature range storage nonuse; 0° F (-18°C) to 155°F (68°C)
- 15 Humidity 80% < (non-condensing)

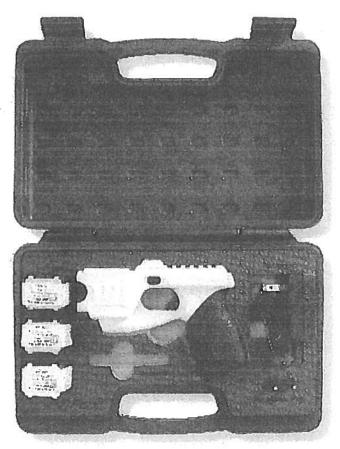
### PHAZZER® ENFORCER INITIAL KIT

- 1 x Hard thermoformed molded high-impact case
- 1 x PhaZZer® Enforcer CEW in your choice of color
- 1 x Main power charger
- 1 x Main power socket adaptor.
- 1 x Enforcer 8' Pepper Powder Cartridge Pink
- 1 x Enforcer 21ft Training Dart Blue
- 1 x Enforcer 15ft Dart Pro Yellow

Rechargeable battery inserted into Enforcer handle Just connect the plug and socket before use

### LAW ENFORCEMENT KIT

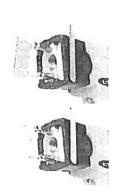
Different choices of cartridges are available for the Law Enforcement Kit. Please contact PhaZZer® sales personnel for options.



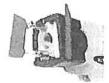
### PHAZZER® ENFORCER CARTRIDGES

- PhaZZer® 21' Dart Pro Cartridge
   Blast Doors
- PhaZZer® 15' Dart Pro Cartridge
   YELLOW Blast Doors (Included in initial purchase)
- PhaZZer® 25' Dart Pro Cartridge
   BROWN Blast Doors
- PhaZZer® 21' Training Cartridge
   BLUE Blast Doors (Included in initial purchase)
- PhaZZer® 8' Pepper Powder Cartridge
   Blast Doors (Included in initial purchase)
- PhaZZer® 30' Pepper Ball Cartridge
   RED Blast Doors
- PhaZZer® 30' Rubber Impact Ball Cartridge
   BLACK Blast Doors

PhaZZer® 30' Mark (Paint) Ball Cartridge GREEN Blast Doors













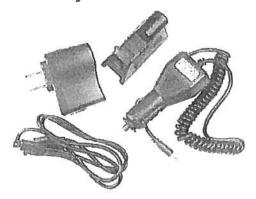


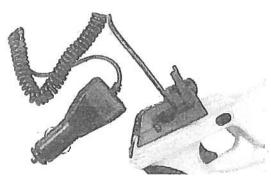
- PhaZZer® Enforcer AC Adaptor (Included in initial purchase).
- PhaZZer® Nylon Belt Holster (Included in initial purchase).
- PhaZZer® User/Instructor Certification Training Available (email: <a href="mailto:training@PhaZZer.com">training@PhaZZer.com</a>)

### •RailCam - PhaZZer ENFORCER Rail Mounted Camera System

The PhaZZer RailCam kit comprises of a RailCam DVR audio/video recording device which slide-fils and locks onto the top rail of an ENFORCER complete with cable sets for 12v automobile charger, USB charger and an AC adapter charger.

The USB Mains Charger is international and covers 110v to 240v 50/6-Hz at 5 v 80mA output.





Just slide the RailCam onto your Enforcer releasing the two raillocks until firmly attached and locked. For optimum performance ensure you have fully charged your RailCam at least 2 hours before attachment.

To recharge just pull back the protective rubber over on one side of your RailCam and plug in either the 12v or mains charger.

If you switch ON the RailCam during charging, when the charge plug is removed the system will automatically reboot and START recording.

Make sure that a fresh, formatted or pre-prepared Micro SDHC Card is inserted using a minimum 8GB.

The RailCam can be used totally independently from the PhaZZer Enforcer to record evidence. To operate just slide the RailCam switch upwards in the same manner you activate the Enforcer and laser. This is one smooth action. The indicator light on top will turn RED and BLUE then after initializing both lights are BLUE during recording.

When the RailCam battery is down to about 25% the RED light will blink to warn you that power is low.

To RESET your RailCam when the indicator lights are RED and BLUE together turn the power switch to OFF and then back ON

### **Specifications**

- Video format—HD 1280 x 720P at 25fps resolution
- MJPEG Video Encoding Format
- SDHC Class 6 8GB memory card Supplied with kit
- Built-in 5v 280 mAH rechargeable battery pack Battery duration @ 90 minutes
- Battery charge voltage 5V DC Mains and 12v charge capability supplied in kit
- USB download/charge cable provided USB 2.0 data
- Downloading to both Windows and Apple Mac as a video file using Mac OS X 10.8 or higher with AVI player downloaded from the Apple Store
- Recording is an overlap system placing new video evidence over old, auto-saving every 10minutes
- Excellent low light capability combined with the Enforcer's amazing 160 lumen combat-spec torch



### Downloading RailCam onto your computer

- Turn your computer ON
- Turn on your RailCam
- Plug in the USB cable into RailCam and then connect to your Computer USB 2.0
- Window should pop up Click 'Open Folder' to view video files
- If window does not pop up your RailCam can be found as 'Removable Disc' under 'My Computer'
   Double-click the Icon to open the video files
- Recorded files will be listed in the 'Video' folder Click to review, name, save or delete your video files as needed – Take care not to delete anything you haven't already saved.

### Configuring your RailCam using your Computer

- Connect your RailCam to the Computer using the supplied USB cable USB 2.0
- A window should appear on-screen Double-click on 'WriteTime.exe'
- A dialogue box will appear with the device shown in the box Select 'Update'
- Update syncs the RailCam Time & Date with your computer Time & Date
- Disconnect the USB cable from your computer
- Turn ON the RailCam once-only to reset

### Alternative method is......

- Connect the RailCam to your computer using the USB cable USB 2.0
- Window will open up when the USB is inserted Click 'Open folder to View Files'
- Open the file 'time.txt' to edit the time and date. The format of the time and date must be set in 'YYYY-MM-DD HH-MM-SS' using Military Time
- Click onto 'File' in the top left hand corner and SAVE the Document
- Disconnect the USB cable from your Computer
- To reset the RailCam turn on once

NOTE – When the RailCam battery is depleted, the time may reset to a factory default. You will need to reset your Time & Date again if you want your evidential recordings to be accurately Time and Date stamped.

If the micro SDHC Card is not inserted, the system will show BLUE flashing lights. Install a Micro SDHC card and then turn ON the Power Switch

### **Operating your RailCam**

- Turn ON the RailCam using the sliding switch pushed UP
- The RED and BLUE lights will flash automatically for 1 to 2 seconds while initializing.
- When the indicator lights are steady BLUE the RailCam is RECORDING
- To save the Video Evidence turn the switch OFF
- If the Video is left running the RailCam auto-saves every 10 minutes
- The BLUE light will flash 3 times to indicate the Video Evidence is saved
- RailCam uses Continual Loop Recording, which means that the camera continuously records hands-free without stopping, recording at 10 minute intervals until the memory card fills up.
- Continuous Loop keeps recording until the card fills erasing the oldest material and replacing with the newest files therefore the bigger the Micro SDHC card you have the more capacity you can record. With the 8 GB Micro SDHC Card you have about 90 minutes recording, which is more than adequate for any evidential recording an officer may require attending any incident from street crime to accident or emergency.

### RESTRICTED JURISDICTIONS FOR CONDUCTED ENERGY WEAPONS

### States where Stun Gun & Electronic Control Devices are Restricted

Illinois

Hawaii

Massachusetts

Michigan

New Jersey

New York

Rhode Island

Wisconsin

### Cities where Stun Gun & Electronic Control Devices are Restricted

Annapolis, MD

Baltimore, MD.

Baltimore County, MD

Chicago, IL

Denison/Crawford County, IA

District of Columbia

Philadelphia, PA

### Countries where Stun Gun & Electronic Control Devices are Restricted

Austria

Belgium

Canada

Denmark

Hong Kong

India (Police Only)

Italy

Japan

New Zealand

Norway

Sweden

Switzerland

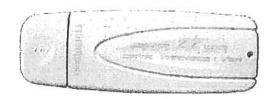
United Kingdom

NOTE: PLEASE CHECK USER RESTRICTIONS WITH YOUR LOCAL LAW ENFORCEMENT



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### TC100 Wireless Data Port



### **Download Software Instructions**

### **Quick Install Guide**

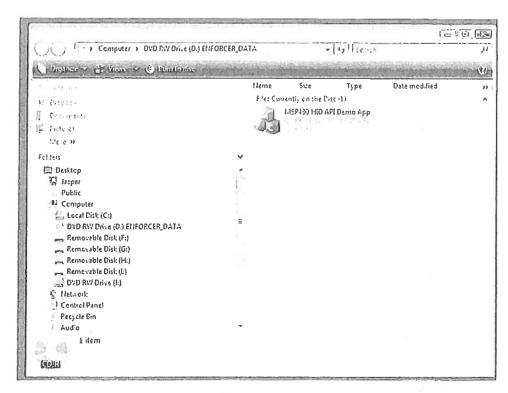
Program Install and Operation of Wireless Data Port for PhaZZer® Enforcer

For supervisor Operations see Supervisor Guide - Page 19.

Warning - Do not plug-in USB data port before software is installed.....!

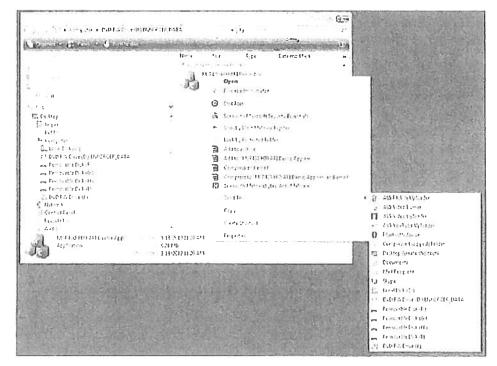
Insert Data Port and install Program which is compatible with Windows Operating Systems XP, Vista and Windows 7.

Install the program: If you have any trouble loading or running the data port program, turn off any anti-virus software or Windows safety features (such as pop-up blockers) and try again.



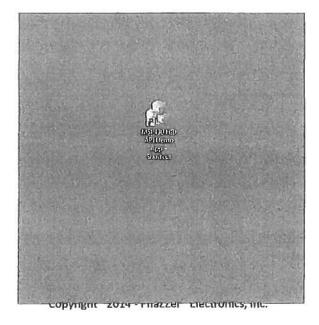
Copyright® 2014 - PhaZZer® Electronics, Inc.

Install Software from direct link, download or flash drive onto Desktop or into Document -Folder.

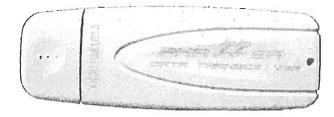


Install from the software link provided.

Click to open. Send to load program to Desktop or Personal Document Folder, or both. Example showing Data Port Program on Desktop.



Plug-in the USB TC-100 Data Port Reader. Wait about thirty-seconds for drivers to find data port and load

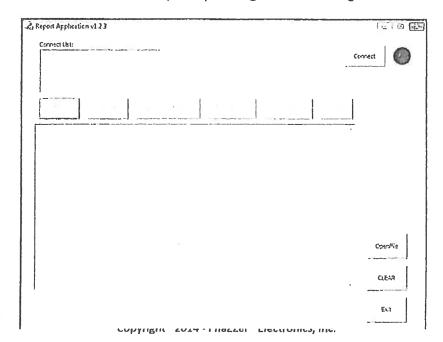


You should see at bottom right the information that..... "Windows looking, finding and acknowledging install is complete". If not, un-plug TC-100 USB Data Port Reader and reinstall.

If Windows Operating System still cannot find data port reader, then find another USB port to plug-in and operate from.

Note – A reset button is located on the Data Port Reader. This may assist in helping Windows Operating System to the reader. Only use this small ORANGE Button if the program locks-up, or cannot install properly.

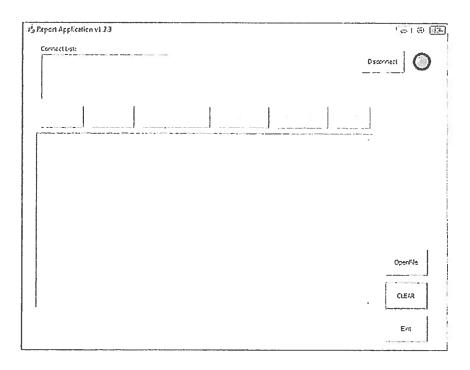
Double-Click on the Icon **Data Port Program** to begin operation. See below for Icon example. The Window below will open-up to begin after clicking on Icon.



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Click on CONNECT button to the left of RED icon for the software program to engage with Data Port Reader.

When program engages with data port reader, indicator icon will turn GREEN. When this GREEN light is lit, both the Program and Reader are working correctly and are ready for downloading data from PhaZZer® Enforcer. See below.....



### WARNING - REMOVE any live cartridges attached

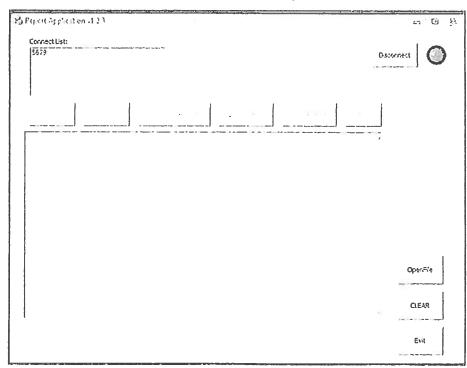
Turn on the PhaZZer® Enforcer and wait a full five seconds for the Data Port Reader to communicate with Enforcer and show ID number of Enforcer in "Connect List" box.

See image below showing Enforcer ON (Safety-up) and battery is charged and ready for download.



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See screen-shot below identifying Enforcer Number #5679. When ID number is showing in "Connect List" box, it is an indication that the system is working and communicating with the Enforcer. If this Enforcer is new and needs to be initialized for a first time-setup, please read the PhaZZer® Enforcer Initialization Setup Instructions



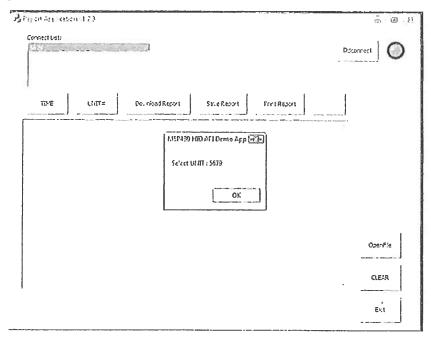
When working with files, please avoid using zeros (0) for ID tags. Use whole numbers like the example above to avoid software errors.

### Battery Replacement

No stored data memory loss will occur during battery replacement or depleted battery charge. However, the timestamp in the Enforcer will be lost and needs to be reset if battery is disconnected or replaced. Observe function steps below for resetting timestamp. If during data download the timestamp is lost or incorrect, then replace the existing battery with only a PhaZZer® Enforcer recommended replacement battery.



Now double-click on [ID number] in "Connect List" box to start the first step of downloading. See below.....



Then click "OK" on [SELECT UNIT].....using in this example Enforcer #5679 to login.

Now click on [DOWNLOAD REPORT] to view data stored from past usage of Enforcer

When connection is made the blue-highlighted ID number will flicker; indicating communication is open with Enforcer and operating.

When you click on [SAVE REPORT], it will save data to where program is stored. Example: If you placed data port program in a "Document Folder" then the stored data will be in that document location. Past data can be retrieved by clicking [OPEN FILE]. Past logged files will open up in Data Port window. If you need to copy data, you can cut and paste onto MS Word or MS Excel.

- [PRINT] Print Report will transfer data to your printer.
- [TIME] and [UNIT] buttons are for initial setup. Or changing of ID number of Enforcer,
- [OPEN FILE] will show location and files saved data from past storage.
- [CLEAR] will clear window showing downloaded data.
- [EXIT] will end connection with ID of Enforcer being read.
- [DISCONNECT] will end communication with all Enforcers being read.

### **Data Port Supervisor Instructions**

### TC100 Wireless Data Port Download Software Instructions

See below for the links relating to our Data Port Receiver.

### PhaZZer® Dataport Instructions

### PhaZZer® Dataport Software

\*Note that this is an .exe file, your browser may ask for your confirmation before saving the file. Windows may ask for your confirmation before running an unknown file for the first time. This is normal and expected.

### Devices needed:

Software VER or later: 1.0.2012

PC desktop or laptop using Microsoft® operating system -XP-Vista-W7

PhaZZer® TC100 Wireless USB Data Port Interface.

New PhaZZer® Enforcer for first time program initiation.

Or PhaZZer® Enforcer already in service - Download and store evidence data.

### Note about Battery Replacement

No stored data memory loss will occur during battery replacement or depleted battery charge. However, the timestamp in the Enforcer will be lost and needs to be reset if battery is disconnected or replaced. Observe function steps below for resetting timestamp. If during data download timestamp is lost or incorrect, then replace existing battery with only PhaZZer® Enforcer recommended replacement batteries.



Description of program language and application when programming or downloading evidence data from PhaZZer® Enforcer into PC:

### **Functions:**

Double click or single click on each item below to open window for initial setup or change of information.

- 1. TIME set/get: Display format "MM / DD / YY"; "Hour: Min: Sec
- 2. UNIT# Enforcer unit number: set/get: 4 digits (0000~9999)

Example only: Entering 5678 PhaZZer® Enforcer weapon unit is now identified as 5678. Once this number is entered the Enforcer will be known as 5678 from this time forward after number is entered. Any number between 1 and 9999 can be used. Note: All four digits need to be entered even if only using number one. Example: 5678

Up to One-thousand PhaZZer® Enforcers can be tracked and logged separately on one PhaZZer® UI-TC100 wireless downloading system.

Note: Avoid using zeros and only use whole number to minimize software errors.

Connect list; Double click UNIT# to connect with this device.

- 3. Download report: Show the "DATA" on the edittext.
- 4. Save Report: Save the edittext data in a file.
- 5. Print Report: Print the edittext data.
- Erase: Delete DATA. Use caution not to accidentally erase critical DATA evidence!
   Only Supervisor access should be allowed to erase data after 800 entries of stored Enforcer deployment usage. (Authorized operator can enter password as acting Supervisor.)
- 7. OpenFile: Open the saved file to show on the edittext.
- 8. CLEAR: Clear the edittext data.
- 9. Exit: Exit the application.
- 10. Warning: Warning showing "Data is now full" Save all data evidence into specified file of your choice. Caution: By not saving data after warning, full operation of PhaZZer® Enforcers ability to function as a CEW will be <u>locked out</u>, till all data is saved" on the edit text. For Officers safety all download sequences should be observed.
- 11. Login in as Super-user: "Ctrl+N" to enable "super-user mode" and enter password to login.
- 12. Connect USB; Enable TC100 (Wireless Reader) plugged in PC USB for operation.

### UI PC Program Operation for PhaZZer® TC100 download from PhaZZer® Enforcer

### Main navigation dialog selections after opening program:

- 1. Main dialog
- 2. Time dialog
- 3. UNIT dialog
- 4. Password dialog.

### 1. MAIN dialog:

Connect list: Shows the PhaZZer® Enforcer ID of available Enforcer(s) now connected Potential of Enforcer online: 0-9999

Edit text: Will show the evidence DATA information when selected.

"TIME" button: Enable time dialog

"UNIT#" button: Enable UNIT dialog

"Download Report" button: Show the "DATA" on the edittext.

"Save Report" button: Save the edittext data in a pre-selected file.

"Print Report" button: Print the edittext data.

"Erase" button: Delete DATA. Use caution not to accidentally erase critical DATA evidenced

"OpenFile" button: Open the saved file to show on the edittext.

"CLEAR" button: Clear the edittext data.

"Exit" button: Exit the application.

"Connect USB" button: Enable TC100 (Wireless Reader) plugged in PC side USB. This will now communicate to PhaZZer® Enforcer and ready for program initiation or DATA download.

### 2. TIME dialog:

"MM, DD, YY"; "Hour, Min, Sec" edittext

"GET" button: Get the time information from selected.

"SET" button: Set time information to selected

### 3. UNIT dialog:

"GET" button: Get ID from selected.

"SET" button: Set ID to select.

### 4. Password dialog:

Dialog for entering password.

### Screen shots of PhaZZer® UI program

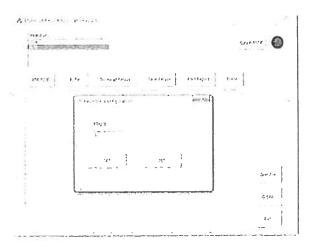
### Select PhaZZer® Enforcer unit to be displayed via the TC100



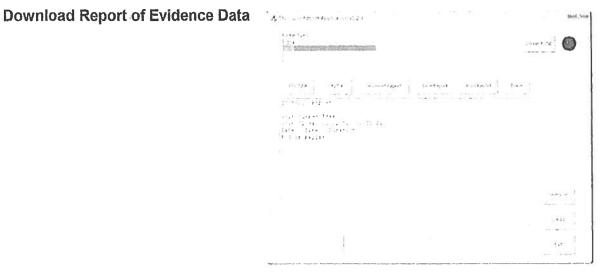
### **TIME Button**



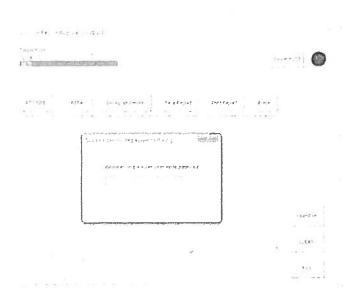
### **UNIT # Button**



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### Data



**Operating Instructions** 

This information is based on the version of software at the time of editing. If you are experiencing trouble connecting and downloading evidence data please check with PhaZZer®

Suggestions

All data evidence from PhaZZer® Enforcer should be downloaded immediately and indefinitely stored after any deployment and then secured for future reference.

Disclosure

All efforts have been made to supply correct programming instructions and editing of software.

PhaZZer® Electronics cannot assume responsibility for an error that may occur while downloading of evidence data that results in lost data, or data that cannot be retrieved.

Disclaimer

PhaZZer® TC100 USB wireless interface and the UI evidence retrieval software are for sole operation of the PhaZZer® Enforcer. This software is not intended to be used or recommended for any other product or CEW device.

Caution

During UI pre-programming or evidence retrieval from the PhaZZer® Enforcer, at any time the software flag Warning is indicating, "Data is now full" immediately retrieve evidence data and file in document folder for secure storage. If the memory is not cleared, and data storage is still full your PhaZZer® Enforcer may not function.

All efforts must be made to data download on a regular basis to assure sequential filing of deployment evidence.

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### CITY OF PANANMA CITY BEACH

## POLICE DEPARTMENT TASERS FOR PANAMA CITY BEACH PD

### SUBMITTED BY: 1

TASER International 17800 North 85<sup>th</sup> Street Scottsdale, AZ, 85255 800,978,2737 June 9, 2015

### ADVERTISEMENT FOR BIDS NOTICE TO RECEIVE SEALED BIDS

### PANAMA CITY BEACH - "POLICE DEPARTMENT TASERS"

This advertisement is for the purchase of sixty-two (62) X26P Class III Black Tasers and accessories and two (2) X2/X26P USB Dataport Download Kits for the Police Department. The Bidder shall provide all materials, equipment and labor necessary to supply the specified equipment.

Specifications are available on <u>May 26, 2015</u> and can be downloaded from the City website (<u>www.pcbgov.com</u>). The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Sealed bids will be received until 10:00 A.M., Central Time, June 9, 2015 at City of Panama City Beach Police Department, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid — Panama City Beach Police Department — "TASERS." The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Advertisement Dates: May 26-June 9, 2015

### SPECIFICATIONS FOR PCB POLICE DEPARTMENT TASER SEALED BIDS:

Sixty-Two (62) Tasers, X26P, Black, Class III

Sixty-Two (62) Blackhawk Holsters for the X26P

Sixty-Two (62) Extended Performance Power Magazine (XPPM)

Battery Packs for X26P

Two (2) X2/X26P Dataport Download Kits

Four Year Extended Customer Care Warranties

**Shipping and Handling Costs** 

All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

Sealed Bids shall be opened at 10:00 A.M., June 9, 2015,

### **TASER International**

Protect Truth

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

Wayne Maddox (850) 233-5000 (850) 233-5013 wmaddox@beachpolice.org

Bill To: Panama City Beach Police Dept.-FL 17110 Firezno St. Panama City Beach, FL 32413 US



Quotation

Quote: Q-28724-1 Date: 5/28/2015 1:01 PM Quote Expiration: 8/14/2015 Contract Start Date\*: 9/1/2015

Contract Term: 1 year

Ship To: Wayne Maddox Panama City Beach Police Dept.-FL 17110 Firezno St. Panama City Beach, FL 32413 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Wendy Fann	480-463-2173	wfann@taser.com	Fedex - Ground	Net 30

<sup>\*</sup>Note this will vary based on the shipment date of the product.

### Hardware

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
62	11002	HANDLE, BLACK, CLASS III, X26P	USD 899.95	USD 55,796.90	USD 0.00	USD 55,796.90
62	11010	XPPM, BATTERY PACK, X26P	USD 63.50	USD 3,937.00	USD 0.00	USD 3,937.00
62	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 53.25	USD 3,301.50	USD 0.00	USD 3,301.50
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 164.75	USD 329.50	USD 0.00	USD 329.50
				Hardware T	otal Before Discounts:	USD 63,364.90
Hardware Net Amount Due:			USD 63,364.90			

### Extended Warranties

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (S)	NET TOTAL
62	11004	WARRANTY, 4 YEAR, X26P	USD 277.95	USD 17,232.90	USD 6,200.00	USD 11,032.90
Extended Warranties Total Before Discounts:			USD 17,232.90			
Extended Warranties Net Amount Duc:			USD 11,032.90			

Subtotal	USD 74,397.80
Estimated Shipping & Handling Cost	USD 697.01
Grand Total	USD 75,094.81

### 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 Flex<sup>TM</sup> and AXON Body<sup>TM</sup> 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 <a href="https://www.taser.com/sales-terms-and-conditions">https://www.taser.com/sales-terms-and-conditions</a>. 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 <a href="https://www.taser.com/serviceagreement14">https://www.taser.com/serviceagreement14</a>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <a href="https://www.taser.com/integrationstatementofwork14">https://www.taser.com/integrationstatementofwork14</a>. 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):	P*************************************		

Please sign and email to Wendy Fann at wfann@taser.com or fax to

### THANK YOU FOR YOUR BUSINESS!

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

May 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, MI, 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**

- 1. Conducted Electrical Weapons (CEWs):
  - TASER X2<sup>TM</sup> Models: 22002 and 22003
  - TASER X26P™ Models: 11002 and 11003
- 2. Optional Extended Warranties for CEWs:
  - X2 4-year extended warranty, item number 22014
  - X26P 2-year extended warranty, item number 11008
  - X26P 4-year extended warranty, item number 11004
- 3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
- TASER Smart<sup>™</sup> cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
- TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS
  (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and
  X2 CEWs.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 6. Power Modules (Battery Packs) for X26P and X2 CEWs:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- 7. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
- 8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
- 10. CEW Holsters:
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504

### **TASER Product Packages**

- 1. Officer Safety Plan: includes a CEW, Axon® camera and Dock upgrade, and EVIDENCE.com license and storage. See your Sales Representative for further details and Model numbers.
- 2. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through TASER International, Inc.)

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

EVIDENCE.com, 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.

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

Department: Legal

Version: 6.0

Release Date: 11/22/2013

### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers (Effective November 22, 2013)

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. 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 us

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, <a href="www.TASER.com">www.TASER.com</a> and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, <a href="www.TASER.com">www.TASER.com</a>, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

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

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associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or <a href="www.TASER.com">www.TASER.com</a>). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

**Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (<a href="https://www.TASER.com">www.TASER.com</a>) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

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Department: Legal

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Release Date: 11/22/2013

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at <a href="https://www.TASER.com">www.TASER.com</a> are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and (2) are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.



warranty provisions are applicable on all sales or OF THE WARRANTY AS SET OUT BELOW. ARE AGREEING TO BE BOUND BY THE TERMS PRODUCTS. BY USING THE TASER PRODUCT YOU purchaser, possessor, or user of the TASER brand accessories.1 The term "Purchaser" means any officer audio/video cameras and related including conducted electrical weapons (CEWs), ontransfers of TASER Law Enforcement Products, The following TASER International, Inc. (TASER)

# Manufacturer's Limited Warranty<sup>2</sup>

country or state's term will take precedence. that described in this warranty document, then the state imposes a longer express warranty term than manufacturer's warranty. In the event any country or manufactured accessories are covered under the warranty from the date of receipt. Non-TASER have operated properly.4 TASER-Manufactured Smart cartridges that are expended are deemed to workmanship and materials for a period of ONE (1) Accessories<sup>5</sup> are covered under a limited 90-DAY YEAR from the date of receipt. CEW cartridges and Hardware Products<sup>3</sup> are free from defects in TASER warrants that its Law Enforcement

within the warranty period, TASER agrees to repair as defined in the product instructions. TASER's sole or replace the product which TASER determines in If a valid warranty claim is received by TASER responsibility under this warranty is to either repair its sole discretion to be defective under normal use,

or replace with the same or like product, at TASER's option.

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

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

# **Exclusions and Limitations**

product or 90 days from the date of replacement or have the remaining warranty period of the original A replacement product will be new or like new and

> becomes Purchaser's property and the replaced or part is exchanged, any replacement item with the manufacturer's limited warranty. of-warranty repair or replacement product comes replace a TASER product for a fee. A paid for outperiod, TASER may, at its sole option, repair or item becomes TASER's property. After the warranty repair, whichever period is longer. When a product

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

and the remedies set forth above are exclusive statutory or implied warranties, including express or implied, as permitted by applicable conditions, whether oral or written, statutory, and in lieu of all other warranties, remedies, and To the extent permitted by law, this warranty law. TASER specifically disclaims any and all

Shockwave Power Magazine modules; and the X-Rail mounting

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks. Broken blast doors are not covered under TASER's limited

to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and 5 TASER-Manufactured Accessories include, but are not limited

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

<sup>&</sup>lt;sup>1</sup> The warranty does not apply to software or services offered for by, on, or through the TASER.com or EVIDENCE.com websites. X2, X26, and X26P CEWs, Simulation Handles assembled by TASER Law Enforcement Hardware Products include TASER A product's estimated useful life or expiration date may not be cartridges, and Smart cartridges, AXON flex camera (including TASER, TASER CAM and TASER CAM HD recorders, CEW the product's warranty expiration date. his warranty only applies to hardware.

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fersion: 13.8

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.

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

### 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 <a href="www.taser.com/register">www.taser.com/register</a>. 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 <a href="www.taser.com/support">www.taser.com/support</a> or <a href="www.evidence.com">www.evidence.com</a>, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not

been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

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

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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.

AXON flex,<sup>11</sup>, Snockware<sup>11</sup>, Smart<sup>12</sup>, TASER CAM<sup>11</sup>, X28<sup>11</sup>, X28<sup>11</sup>, X28<sup>11</sup>, X28<sup>11</sup>, Xamin<sup>1</sup>, Frotect Life and Frotect Truth' are trademarks of TASER international, Inc., and TASERO, AXONO and <sup>1</sup>O are registered trademarks of TASER themational, Inc., registered in the U.S. All rights reserved. © 2014 TASER international, Inc.

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