TO: Southern Police Equipment Company
7609 Midlothian Turnpike
Richmond, VA 22201

DATE ISSUED: April 15, 2014
CURRENT CONTRACT NO: 708-14

CONTRACT TITLE: TASER CEW POLICE
PRIOR CONTRACT NO: SS223-12

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on April 15, 2020

This is the first year award notice of a possible six year contract.

The contract documents consist of the terms and conditions of Agreement No. 708-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO Arlington County Contract #708-14 Appendix A (ATTACHED)

ATTACHMENTS:

Arlington County Contract #708-14 and Appendix A

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Mitch Miles
TELEPHONE NO.: 800 542-5243
EMAIL ADDRESS: mitch@southernpolequipmen t.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: Matt Heimberger
TELEPHONE NO.: 703 228-4247
EMAIL ADDRESS: Mheimb@arlingt onva.us

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPPB, OPPO
Assistant Purchasing Agent

DISTRIBUTION VENDOR: 1

4/15/14
AGREEMENT NO. 708-14

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Southern Police Equipment Company, Inc., 7609 Midlothian Turnpike, Richmond, VA 23235 ("Contractor"). a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, and Exhibit A (2014 Taser® CEW Law Enforcement Pricing Sheet) (collectively, "Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to hereinbelow as the "Contract" or "Agreement".

2. CONTRACT TERM

The Contractor's provision of goods ("Work") for the County will commence on upon the execution of the Agreement by the County, and the Work shall be completed no later than April 15, 2020, subject to any written modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods set forth in the Contract Documents at the prices provided in Exhibit A.

4. PRICE ADJUSTMENTS

The "Agency Price" column in the manufacturer's published "ECD Law Enforcement Pricing" catalog is updated annually by the Manufacturer on January 1st and effective until December 31, of the updated year.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.
6. **PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. **NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the

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County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

10. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

11. **DELIVERY**
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the County. Transportation, handling and all related charges are not included in the unit prices or discounts submitted by the Contractor with its bid.

12. **WARRANTY**
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

13. **INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**
Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

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Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County’s right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

14. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris (“Waste”), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. Failure to adhere to this requirement will result in the County contracting for removal and disposal of Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor’s agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor’s sole expense with all costs of the repair deducted from the Contractor’s final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

15. OSHA REQUIREMENTS
The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (“OSHA”) requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

16. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets (“MSDS”) required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.
17. **PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the County to the Contractor under this Contract.

18. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

19. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of
marijuana or any other controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **FAILURE TO DELIVER**

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

22. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.
Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor. In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however

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caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the goods and/or services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Price includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this
paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

27. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

30. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

31. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

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32. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

33. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

34. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

35. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

36. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICY
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals,
and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

39. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

41. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

42. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

44. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

45. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

46. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

47. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not
strictly for or against any party.

48. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Mitch Miles  
Southern Police Equipment Company, Inc.  
7609 Midlothian Turnpike  
Richmond, VA 23235

TO THE COUNTY:

Sgt. Matthew Reimberger, Project Officer  
Arlington County, Virginia  
1425 N. Courthouse Road, 7th Floor  
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA  

SOUTHERN POLICE EQUIPMENT COMPANY, INC.

AUTHORIZED SIGNATURE:  

AUTHORIZED SIGNATURE:

NAME AND TITLE:  
RICHARD D. WARREN, JR.  
Purchasing Agent  
DATE:  
4/15/14

NAME AND TITLE:  
Mitch Miles  
Sales Manager  
DATE:  
4/15/14
## 2014 TASER® X2™ CEW Law Enforcement Pricing

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>X2002</td>
<td>Black X2 CEW</td>
<td></td>
<td>$999.95 ea</td>
</tr>
<tr>
<td>X2003</td>
<td>Yellow X2 CEW</td>
<td></td>
<td>$999.95 ea</td>
</tr>
<tr>
<td>X2010</td>
<td>Performance Power Magazine (PPM)</td>
<td></td>
<td>$52.95 ea</td>
</tr>
<tr>
<td>X2012</td>
<td>Tactical Performance Power Magazine (TPPM)</td>
<td></td>
<td>$52.95 ea</td>
</tr>
<tr>
<td>X2011</td>
<td>Automatic Shut-Down Power Magazine (APPM)</td>
<td></td>
<td>$63.95 ea</td>
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</table>

### Optional Accessories

<table>
<thead>
<tr>
<th>X2 Holsters</th>
<th>Holster, X2, Right Hand, Blackhawk</th>
<th>$63.95 ea</th>
</tr>
</thead>
<tbody>
<tr>
<td>X2 Smart™ Cartridges**</td>
<td>15’ Live Smart Cartridge</td>
<td>$28.75 ea</td>
</tr>
<tr>
<td></td>
<td>25’ Live Smart Cartridge</td>
<td>$31.75 ea</td>
</tr>
<tr>
<td></td>
<td>35’ Live Smart Cartridge</td>
<td>$41.75 ea</td>
</tr>
<tr>
<td></td>
<td>Inert Simulator 25’ Smart Cartridge</td>
<td>$29.75 ea</td>
</tr>
<tr>
<td></td>
<td>Training Smart Cartridge (Blue Blast Door/Non-conductive)</td>
<td>$29.75 ea</td>
</tr>
<tr>
<td>TASER CAM™ HD Recorders</td>
<td>TASER CAM HD</td>
<td>$514.95 ea</td>
</tr>
<tr>
<td></td>
<td>TASER CAM HD with Automatic Shut-Down (AS) Feature</td>
<td>$540.75 ea</td>
</tr>
<tr>
<td></td>
<td>TASER CAM HD USB download kit</td>
<td>$14.95 ea</td>
</tr>
<tr>
<td></td>
<td>TASER CAM HD 4-Test Extended Warranty</td>
<td>$149.95 ea</td>
</tr>
<tr>
<td></td>
<td>TASER CAM HD Replacement Battery</td>
<td>$51.45 ea</td>
</tr>
<tr>
<td>X2 Dataport Download Kits</td>
<td>Kit, Dataport Download, USB, X2</td>
<td>$152.95 ea</td>
</tr>
<tr>
<td>HOGUE HANDALL Grips</td>
<td>Grip, CEW, Hogue</td>
<td>$12.95 ea</td>
</tr>
<tr>
<td></td>
<td>Grip, CEW, Hogue, packaged</td>
<td>$14.95 ea</td>
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</tbody>
</table>

**15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.**
## 2014 TASER X26™ GEW Law Enforcement Pricing

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$565.95 ea</td>
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<td>$555.95 ea</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$555.95 ea</td>
</tr>
<tr>
<td>26512</td>
<td>Black/Silver, eXtended Digital Power Magazine (XDPM), W/O holster</td>
<td>$561.05 ea</td>
<td></td>
</tr>
<tr>
<td>26524</td>
<td>Yellow/Black, XDPM, W/O holster</td>
<td>$561.05 ea</td>
<td></td>
</tr>
<tr>
<td>26549</td>
<td>Black/Black, XDPM, W/O holster</td>
<td>$561.05 ea</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
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<tbody>
<tr>
<td>26700</td>
<td>Digital Power Magazine (DPM)</td>
<td>$35.75 ea</td>
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<tr>
<td>26701</td>
<td>eXtended Digital Power Magazine (XDPM)</td>
<td>$40.75 ea</td>
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<tr>
<td>26702</td>
<td>Controlled Digital Power Magazine (CDPM)</td>
<td>$55.75 ea</td>
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</tr>
<tr>
<td>26703</td>
<td>CDPM Start Up Kit</td>
<td>$191.55 ea</td>
<td></td>
</tr>
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</table>

**TASER CAM™ Recorder**

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
</tr>
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<tbody>
<tr>
<td>26830</td>
<td>TASER CAM™ recorder</td>
<td>$437.70 ea</td>
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</table>

**X26 Holsters**

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>44652</td>
<td>Holster, X26, Right Hand, Blade-Tech</td>
<td>$34.95 ea</td>
<td></td>
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<tr>
<td>44653</td>
<td>Holster, X26, Left Hand, Blade-Tech</td>
<td>$34.95 ea</td>
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</tr>
<tr>
<td>44672</td>
<td>Holster, X26, Right Hand, BLACKHAWKI</td>
<td>$34.95 ea</td>
<td></td>
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<tr>
<td>44673</td>
<td>Holster, X26, Left Hand, BLACKHAWKI</td>
<td>$34.95 ea</td>
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**Customer Care Extended Warranty**

<table>
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<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
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<tbody>
<tr>
<td>26730</td>
<td>1-year extended X26 warranty</td>
<td>$97.95 ea</td>
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<tr>
<td>26744</td>
<td>4 year extended X26 warranty</td>
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**Accessories**

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<tr>
<th>Model</th>
<th>Product Description</th>
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<th>Agency Price</th>
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<tbody>
<tr>
<td>26737</td>
<td>TASER CAM™ USB Download Kit <strong>No cost item</strong></td>
<td></td>
<td>NC</td>
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<tr>
<td>26500</td>
<td>X26E USB Dataport Download Kit (Windows 98se, NT, 2000, XP compatible)</td>
<td>$159.95 ea</td>
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<tr>
<td>80001</td>
<td>Conductive Target, Two-Part BACK</td>
<td>$12.95 ea</td>
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<tr>
<td>80002</td>
<td>Conductive Target, Two-Part FRONT</td>
<td>$12.95 ea</td>
<td></td>
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<tr>
<td>85002</td>
<td>TASER Cleaning Kit</td>
<td>$59.95 ea</td>
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<tr>
<td>85000</td>
<td>Alligator Clip</td>
<td>$45.00 ea</td>
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<tr>
<td>44550</td>
<td>Swivel, Slim Model II</td>
<td>$550.00 ea</td>
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<tr>
<td>80100</td>
<td>LASER Engraving, 10-piece minimum</td>
<td>$6.50 ea</td>
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**X26 Cartridges**

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Distributor Price</th>
<th>Agency Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>24200</td>
<td>15' Training</td>
<td></td>
<td>$21.55 ea</td>
</tr>
<tr>
<td>44200</td>
<td>21' Field Use</td>
<td></td>
<td>$23.55 ea</td>
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<tr>
<td>44203</td>
<td>25' XP Field Use</td>
<td></td>
<td>$26.55 ea</td>
</tr>
<tr>
<td>44206</td>
<td>35' XP Field Use</td>
<td></td>
<td>$33.95 ea</td>
</tr>
<tr>
<td>44206</td>
<td>21' Non-Conductive Slim</td>
<td></td>
<td>$22.95 ea</td>
</tr>
</tbody>
</table>

For current sales terms and conditions, visit www.TASER.com.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 480-891-0791.

BLACKHAWK is a trademark of BLACKHAWK Products Group. HANDALL is a trademark of Hague, Inc. and HOGUE is a trademark of Hogue, Inc. Microsoft is a trademark of the Microsoft group of companies. Smart, TASER CAM™, X26, PROTIX™, and XV™ are trademarks of TASER International, Inc. and TASER and XV are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved © 2013 TASER International, Inc.
SOLE SOURCE JUSTIFICATION

SUPPLIER: TASER International/Southern Police Equipment
COMMODITY: Electronic Control Devices and associated cartridges & equipment
ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE: $ 25,000

The person identified below requests that competitive procurement be waived and that the identified Supplier of the service or material described in this Sole Source Justification is authorized as a sole source for the service or material.

A MEMORANDUM DESCRIBING THE BASIS FOR THE SOLE SOURCE PROCUREMENT WITH THE SUPPORT DOCUMENTATION AS DIRECTED IN INITIALED ENTRY MUST BE ATTACHED. (More than one entry will apply to most sole source requests).

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.

_____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist.

X SOLE SOURCE REQUEST IS FOR THE ONLY GREATER WASHINGTON AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's - not the distributor's - written certification that identifies all regional distributors.

X THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Attached memorandum shall explain.)

X THIS IS THE ONLY Known ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS AGENCY OR PERFORM THE INTENDED FUNCTION. (Attached memorandum shall describe details of specialized function or application.)

X THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attached memorandum shall describe basis for standardization request.)

_____ NONE OF THE ABOVE APPLY. (Attached memorandum shall describe detailed explanation and justification for the request.)

Jim Page ________________________ POLICE
REQUESTOR (Type or sign) DIVISION/BUREAU/DEPARTMENT

________________________________________________________
APPROVED BY PURCHASING: EBD DATE: 4/5/14 SOLE SOURCE NO.: 108-14

DISAPPROVED BY: ______________________ DATE: __________

REASON FOR DISAPPROVAL: ________________________________________

NCW APPROVAL DATE (IF above $50,000): ________________________________
Memorandum

To: Purchasing

From: Sergeant Matthew Heimberger, Training and Career Development Unit

Subject: Taser X2 ECD Purchase

Date: April 22, 2014

The Police Department has previously purchased X26 Taser ECD’s from Taser International Inc (SS #88-08). Taser International Inc. is the sole manufacturer of these products and has recently authorized Southern Police Equipment to be their sole distributor in Virginia. The police department wishes to continue to use the Taser ECD’s and its accessories. The products manufactured by Taser International Inc. are the only products that meet the police departments need for a safe, non-lethal restraining device. This allows the officer to maintain continued and complete control of the situation at hand. The device deploys 2 probes attached to wires, which allows the officer to control the situation from a safe distance reducing injuries. In addition to product standardization, continued usage of these products allows the police department to maintain standardized training for each officer.

Attached is a letter from Taser International Inc. confirming their sole status and Southern Police Equipment as their distributor.

I request that a sole source number be assigned to Southern Police Equipment. The police department has been purchasing and training with this product since 2000.
FEbruary 18, 2014

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

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

- Conducted Electrical Weapons (CEWs):
  1. TASER X2™ Models: 22002 and 22003.
  2. TASER X3® Models: 33209 and 33210.
  3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
  4. TASER X26P™ Models: 11002 and 11003.
  5. TASER X3W™ Models: 33228 and 33229.

- Optional Extended Warranties for CEWs:
  1. X2 - 4-year extended warranty, item number 22014.
  2. X26 - 1-year extended warranty, item number 26730.
  3. X26 - 4-year extended warranty, item number 26744.
  4. X26P - 2-year extended warranty, item number 11008.
  5. X26P - 4-year extended warranty, item number 11004.
  6. X3 - 1-year extended warranty, item number 33500.
  7. X3 - 3-year extended warranty, item number 33501.
  8. X3W - 1-year extended warranty, item number 33503.
  9. X3W - 2-year extended warranty, item number 33502.

- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
  1. 15-foot Model 34200.
  2. 21-foot Model 44200.
  3. 21-foot non-conductive Model 44205.
  4. 25-foot Model 44203.

- TASER Smart™ cartridges (compatible with the X2, X3, and X3W; required for these CEWs to function in the probe deployment mode):
  1. 15-foot Model 22150.
  2. 25-foot Model 22151.
  3. 35-foot Model 22152.

- TASER Smart blue training-use only cartridges (compatible with the X2, X3, and X3W; required for the CEWs to function in the probe deployment mode for training):
  1. 25-foot Model 33102.
  2. 35-foot Model 33104.

- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit, Model 26737. This item is only compatible with the X26.

- TASER CAM HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shutdown feature), Model 26820. TASER CAM HD is compatible only with the X26P and X2.
  1. TASER CAM HD replacement battery, Model 26764.
  2. TASER CAM HD Download Kit, Model 26762.
  3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
• Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.


• TASER Dataport Download Kits:
  1. Dataport Download Kit for the X26 Model number 26500
  2. Dataport Download Kit for the X2 and X26P Model number 22013

• Blackhawk® Holsters:
  1. Holster, X2, Right Hand, Blackhawk! Model number 22501
  2. Holster, X2, Left Hand, Blackhawk! Model number 22504
  3. Holster, X26, Right Hand, Blackhawk! Model number 44972
  4. Holster, X26, Left Hand, Blackhawk! Model number 44973
  5. Holster, X26P, Right Hand, Blackhawk! Model number 11501
  6. Holster, X26P, Left Hand, Blackhawk! Model number 11504

• Power Module for X3 and X3W CEWs: Enhanced Digital Power Magazine (EPM) Model 33203

• TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

<table>
<thead>
<tr>
<th>AUTHORIZED TASER DISTRIBUTOR FOR VIRGINIA</th>
<th>SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Police Equipment</td>
<td>TASER International, Inc.</td>
</tr>
<tr>
<td>7609 Midlothian Turnpike</td>
<td>17800 N. 85th Street</td>
</tr>
<tr>
<td>Richmond, VA 23235</td>
<td>Scottsdale, AZ 85255</td>
</tr>
<tr>
<td>1-800-542-5243 Phone</td>
<td>Phone: 480-905-2000 or 800-978-2737</td>
</tr>
<tr>
<td>804-323-5067 Fax</td>
<td>Fax: 480-991-0791</td>
</tr>
</tbody>
</table>

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

Sincerely,

[Signature]

Jim Halsted
Vice President, LE Sales
TASER International, Inc.

Axonflex™, Smart™, TASER CAM™, X2™, X3W™, X26™ and X26P™ are trademarks of TASER International, Inc., and TASER®, X3® and © are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.
VIA REGISTERED MAIL

Re: Notice of Infringement
Final Judgment and Permanent Injunction
TASER International, Inc. v. Karbon Arms, LLC
U.S. District Court District of Delaware, Case No. 2011-426-RGA

To The Addressed Persons & Entities:

The purpose of this letter is to inform you that on January 10, 2014 the U.S. District Court for the District of Delaware entered a Final Judgment and Permanent Injunction against Karbon Arms, LLC in the patent infringement matter referenced above (copies enclosed). The Permanent Injunction prohibits Karbon Arms or anyone working in conjunction with it from making, using, offering to sell, or selling in or from the U.S., or importing into the U.S. any MPID and MPID-C device. Karbon Arms relinquished all rights to appeal the decisions of the court. The Court order required Karbon Arms to provide TASER with a list of Karbon Arm’s customers and we received your name from that list. Your continued uses of Karbon Arm’s MIPD or MPID-C devices are in violation of U.S. patent law.

At TASER, we greatly pride ourselves on offering the safest and most effective state of the art conducted electrical weapons (CEWs) together with outstanding customer service and building rock solid relationships with our customers. So, it is unfortunate and, frankly, uncomfortable that we need to engage with you under these circumstances to resolve this situation. However, as a law enforcement agency, we know you appreciate the importance of the rule of law and the fact that, in light of these recent court rulings, your agency is currently in violation of federal law if you continue to use the Karbon Arms MPID or MPID-C device.

While it is not the way that either of us would want to start a relationship, please know that we are committed to making this as positive an experience for you as possible – and the start of a long term relationship where we can provide you and your officers state of the art solutions, with unparalleled legal, medical, and technical customer support.

We have given your name to our regional sales managers and they will be contacting you to discuss how we can best help you move from the infringing Karbon Arms devices and resolve the current situation. If you have not purchased the MPID or MPID-C device or are not using these devices, please accept my apologies for this letter. We could not tell from the list Karbon Arms provided what products you may have purchased. My email address is doug@taser.com. Please feel free to contact me with any questions or comments you may have.
Regards,

[Signature]

Doug Klint
President & General Counsel

Enclosures

Please be advised that this letter serves as TASER's notice to you regarding the Permanent Injunction and the infringement of the MPID and MPID-C product upon three of TASER's patents. This letter is intended only as information and does not constitute legal advice. Anyone seeking specific legal advice on how the Permanent Injunction may affect you or your entity should contact an attorney licensed in the appropriate state.