

**TASER International, Inc.'s
Hardware Warranty, Limitations and Release for AXON and AXON Flex Products
(Effective January 25, 2012)**

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER® AXON™ and AXON Flex™ and related products.¹ The term "Purchaser" means any purchaser, transferee, possessor, or user of the TASER AXON and/or AXON Flex products.

Manufacturer's Limited Warranty

TASER warrants that its AXON Tactical Computer (ATC), Com Hub user interface, HeadCam, AXON Flex controller, AXON Flex camera, and Synapse™ Evidence Transfer Manager (ETM) are free from defects in workmanship and materials for a period of ONE YEAR from the date of receipt. TASER warrants that all TASER-manufactured accessories related to the AXON and AXON Flex products, including, but not limited to: batteries; battery chargers; carrying cases; cables; docking bars; headbands; mounts; and EVIDENCE Sync™ cables are covered under a limited 90-DAY warranty for defects in workmanship and materials from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the on-line, written or video instructions that accompanied the product at time of purchase. TASER's sole responsibility under this warranty is to either repair or replace with the same product or a like product, at TASER's option.

AXON System Optional Assurance Service Plan Hardware Warranty

The TASER AXON Assurance Service Plans are offered in various configurations for the AXON ATC, ComHub, HeadCam and ETM, and may only be purchased during the limited warranty period. The AXON Assurance Service Plan runs from the date of receipt of the extended warranty through the balance of the limited warranty plus the term of the extended warranty measured after the expiration of the limited warranty. Purchaser may not buy more than one AXON Assurance Service Plan for any one product. The AXON Assurance Service Plan does not cover abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an AXON Assurance Service Plan, TASER warrants it will repair or replace the TASER AXON product (AXON ATC, ComHub, HeadCam and/or ETM), which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same product or a

like product, at TASER's option. Purchaser may not buy a new AXON Assurance Service Plan for the replacement product.

AXON Flex System Optional Assurance Service Plan Hardware Warranty

The TASER AXON Flex Assurance Service Plans are offered in various configurations for the AXON Flex system and may only be purchased during the 3 year period after initial receipt of the AXON Flex hardware products. The AXON Flex Assurance Service Plan runs from the date of receipt of the extended warranty through the balance of the limited warranty plus the term of the extended warranty measured after the expiration of the limited warranty. In no event will the AXON Flex Assurance Plan coverage extend past the 3 year anniversary of the Purchaser's initial receipt of the AXON Flex hardware products. Purchaser may not buy more than one AXON Flex Assurance Service Plan for any one product. Extended warranties for the AXON Flex hardware are only available through the purchase of the AXON Flex Assurance Service Plan. The AXON Flex Assurance Service Plan does not cover abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase a AXON Flex Assurance Service Plan, TASER warrants it will repair or replace the TASER AXON Flex product which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same product or a like product, at TASER's option. Purchaser may not buy a new AXON Flex Assurance Service Plan for the replacement product.

Exclusions and Limitations

A replacement product will have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

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

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com™ websites. This warranty only applies to hardware.

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

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

If any term of this warranty is held to be illegal or unenforceable, the legality of the remaining terms will not be affected or impaired.

Release

Purchaser agrees to release and save TASER harmless 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.

Product Registration

To register your TASER product, please go to www.taser.com/register. 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 www.taser.com/support or www.evidence.com, 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 for 12 weeks or more. 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 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 compensation or further notification to Purchaser.

If your product is capable of storing software programs, data, audio, video or other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to download the product and keep a separate backup copy of the contents.

IF YOU REQUIRE ATTEMPTED DATA RECOVERY THIS MUST BE SPECIFICALLY REQUESTED (AND A FEE MAY BE REQUIRED) OR THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.

The product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this warranty.

AXON™, AXON Flex™, EVIDENCE.com™, EVIDENCE Sync™ and Synapse™ are trademarks of TASER International, Inc., and TASER® and  are registered trademarks of TASER International, Inc., registered in the U.S. © 2012 TASER International, Inc. All rights reserved.