

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **5th day of April, 2006**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **DGG Taser and Tactical Supply**, a Florida corporation, whose business address is **8725 Youngerman CT., STE 305, Jacksonville, Florida 32244** (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to **furnishing sixty X-26 Advanced Tasers, et al and training for instructor certification** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Basic Services to be performed by CONTRACTOR hereunder are **to furnish sixty X-26 Advanced Tasers, et al and training for instructor certification**.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR

shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.7. CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from OWNER, whichever is greater.

1.8. CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.

1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO OWNER'S RESPONSIBILITIES**

2.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR hereunder;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to

perform the services to be provided by CONTRACTOR under this Agreement; and

(c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and shall be **performed and completed by May 31, 2006**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 18 month period.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid CONTRACTOR by the OWNER for all Basic Services **shall be an amount not-to- exceed \$61,059.55** and shall be paid in the manner set forth in Exhibit A, "Basis of Compensation", which is attached hereto and incorporated herein.

**ARTICLE FIVE  
MAINTENANCE OF RECORDS**

5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX  
INDEMNIFICATION**

6.1. CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employer or utilized by the Contractor in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to this Agreement.

**ARTICLE EIGHT  
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as

directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and CONTRACTOR's remedies against OWNER shall be the same as and limited to those afforded CONTRACTOR under paragraph 10.3 below.

10.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

#### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following OWNER's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: Dr. Robert E. Lee, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the OWNER to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

**DGG Taser and Tactical Supply  
8725 Youngerman CT., STE 305**

**Jacksonville, Florida 32244**

**Attention: Stephen D. Tuttle, Director of Government & Law Enforcement Affairs**

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

#### **ARTICLE FOURTEEN MISCELLANEOUS**

14.1. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**OWNER:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
**DGG Taser and Tactical Supply**

A Florida Corporation

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


\_\_\_\_\_  
witness

(CORPORATE SEAL)

Contract for work performed  
(not Architects/Engineers)  
315219\_1

BASIS OF COMPENSATION

A.1.1. As consideration for providing Basic Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:



8725 YOUNGERMAN CT. STE 305  
 JACKSONVILLE, FL 32244  
 904-777-4801 FAX 904-777-4802  
 info@dggtaser.com

## Estimate

Date	Estimate #
1/10/2006	1374

8725 YOUNGERMAN CT. STE 305  
 JACKSONVILLE, FL 32244  
 904-777-4801 FAX 904-777-4802  
 info@dggtaser.com

**Department & Address**

Naples Police Department  
 Attn: Accounts Payable  
 355 Riverside Circle  
 Naples, FL 34102  
 Sgt. Gaffney

Item	Description	Quantity	Rate	Total
26000X	X-26 Advanced Taser with laser sight, low intensity light, extended digital power magazine, dataport download capability and exo-skeleton holster	60	810.00	48,600.00
11007B	X-26 BladeTech holster with 3" permanent belt attachment and one cartridge holder	60	49.95	2,997.00
44205	Non-conductive 21-foot training cartridge single shot for scenario based training (Blue cartridge)(3 per officer for training)	180	17.97	3,234.60
34200	15-foot air cartridge single shot(1 per officer for training)	60	17.89	1,073.40
44201	XP (extra penetration) 25-foot air cartridge single shot(3 per officer for field use)	180	21.97	3,954.60
Training	Training cost for M-26/X-26 Taser Instructor Certification "Off Site"	4	275.00	1,100.00
26500	X-26 USB Dataport download software and adapter kit	1	149.95	149.95
TTS100	Simulation Suit used for Taser scenario based training	1	295.00	295.00
Freight	Shipping & Handling		655.00	655.00
Discount	for payment within 48 hours of delivery		-1,000.00	-1,000.00
X-26 Warranty	A 4-year extended warranty may be purchased up to 1 year from date of purchase for \$179.95 per Taser.			

<b>Estimate</b>	<b>Subtotal</b>	<b>\$61,059.55</b>
	<b>Sales Tax (7.0%)</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$61,059.55</b>





17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.taser.com

01/03/06

To Whom It May Concern;

This letter is to confirm TASER™ International, Inc. is the sole source manufacturer of the less-lethal TASER X26 Model 26000, 26001, 26005, 26011, 26012, 26013, 26014, 26015, 26016, 26017, 26018, 26019, 26020, 26021, 26022, 26023, 26024, 26025, 26026, 26027, and 26028.

TASER International is also the sole source manufacturer of the patented less-lethal Electro Muscular Disruption TASER Brand M26, Model 44000 and 44005.

TASER International is also the sole source manufacturer of the patented, 15-foot Air Cartridges, Model 34200, and the patented, 21-foot and 25-foot Air Cartridges, Model 44200, 44203, and, 44205. The Air Cartridges are required for the unit to function in the remote TASER mode.

These are some of the unique features the ADVANCED TASERS X26 and M26 have that are not found with other TASERS.

The ADVANCED TASER M26 and X26 are the only less-lethal weapons systems that can stop an aggressive, focused combat trained attacker.

The TASER X26 directly stimulates motor nerve and muscle tissue, causing incapacitation regardless of mental focus, training, size, or drug induced dementia.

The TASER M26 comes with an on-board memory chip to download 585 past firings. The TASER X26 comes with an on-board memory chip to download 2,000 past firings based on the time and date the unit was fired to protect officers from unfounded charges of misuse of force.

The ADVANCED TASER has over 94.9% field effectiveness rating.

The ADVANCED TASER M26 and X26 uses the exact same hand motions and muscle memory as standard 9 mm semi-automatic pistols, drastically reducing the amount of time required to train. User training and Instructor training materials are all on CDrom for ease of reproduction for training.

Propulsion System for all air cartridges is compressed nitrogen (1800 to 2200 lbs/in<sup>2</sup>).

**The Sole Authorized Police Distributor for Florida is:**

DGG Taser Inc.  
10034 Plank Lane  
Jacksonville, FL 32220  
904/781-8184 Phone  
904/781-8194 Fax

Please note the ADVANCED TASER™, AIR TASER™, and TASER™ are registered trademarks. TASER-Wave™ is a trademark of TASER International Inc. Patent: U.S. 5,078,117 and others pending in the U.S. and Worldwide. Copyright 1999 TASER International, Incorporated.

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

Sincerely,

A handwritten signature in black ink that reads "Stacie Sundberg". The signature is written in a cursive, flowing style.

Stacie Sundberg  
Vice President, Global Sales Operations

END OF EXHIBIT A.



## X26E SERIES TASER SPECIFICATION

Law Enforcement Models <sup>1</sup>						
Model	Model No.	Color	Magazine Type	Grip color/style	Holster	
TASER™ X26E (Law Enforcement)	26000	Black	DPM	Black on stainless	eXoskeleton	
TASER™ X26E (Law Enforcement)	26005	Yellow	DPM	Stainless on black	eXoskeleton	
TASER™ X26E (Law Enforcement)	26004	Clear	DPM	Black on stainless	eXoskeleton	
TASER™ X26E (Law Enforcement)	26013	Black	XDPM	Black on stainless	eXoskeleton	
TASER™ X26E (Law Enforcement)	26025	Yellow	XDPM	Stainless on black	eXoskeleton	
TASER™ X26E (Law Enforcement)	26028	Clear	XDPM	Black on stainless	eXoskeleton	

Specifications	Features
<ol style="list-style-type: none"> <li>Output characteristics<sup>2</sup>: Wave form: Complex shaped pulse Pulse rate: 19 PPS Pulse duration: 100 µSeconds Peak open circuit arcing voltage: 50,000V Peak loaded voltage: 1,200V Current: 2.1mA average Energy per pulse: Nominal at main capacitors: 0.36 joules Delivered into load: 0.07 joules Power rating: Nominal at main capacitors: 7 watts Delivered into load: 13 watts</li> <li>Power source: Digital Power Magazine (DPM)<sup>7</sup></li> <li>Temperature range: -4°F [-20°C] to: 122°F [50°C]</li> <li>Relative humidity: 15% to 80%</li> <li>Shelf life: 10 years</li> <li>Housing: High impact polymer</li> <li>Patent: U.S. 5,078,117 and 6,636,412 other patents pending</li> </ol>	<ol style="list-style-type: none"> <li>Integrated ultra-bright LED's (low intensity illumination)</li> <li>Integrated 650nm laser (used for target acquisition)</li> <li>TASER™ capable of drive stun without cartridge installed.</li> <li>Electrical charge can penetrate up to 2" [5cm] of clothing.</li> <li>Central Information Display (CID): 2 digit LED displays remaining DPM energy percentage, burst time, warranty expiration, unit temperature, illumination status and current time and date.</li> <li>Ambidextrous safety levers with Safe "S" and Fire "F" denotation.</li> <li>Warranty: 1 year standard, with extended warranties available.<sup>8</sup></li> <li>Unit stores time, date, burst duration, unit temperature and remaining DPM energy percentage for up to 1,500 firings. Data can be downloaded using a USB data interface module which can be ordered separately.</li> <li>Compatible with all TASER™ Cartridges<sup>3,4</sup></li> </ol>

Physical Dimensions <sup>2</sup>				
Dimensions (Without Cartridge)				Dimensions (With Cartridge) <sup>2,3</sup>
Length (L)	Height (H)	Width (W)	Weight	Length (L2)
6.00" [15.24cm]	3.20" [8.13cm]	1.300 [3.30cm]	7.20oz [204.12]	7.250" [18.52cm]

- X26E not available for sale to the general public.
- Dimensions are in English [Metric].
- For standard cartridges see RD-SPEC-CRTG-001.
- Cartridges available up to a maximum range of 35' [10.66m]. Use of cartridges not authorized by TASER International will void the product warranty.
- Product specification may change without notice; actual product may vary from picture.
- Additional terms and conditions may apply (for additional information contact a TASER International sales representative or visit online at: [www.taser.com](http://www.taser.com) for additional details.)
- Material Safety datasheets (MSDS) concerning lithium batteries available upon request.
- Output specifications may vary dependant upon temperature, battery charge and load characteristics.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY) 05/04/05		
<b>PRODUCER</b> Aon Risk Services, Inc. of Florida 9000 Regency Sq Blvd Jacksonville FL 32211 USA  PHONE: (904) 724-2001      FAX: (504) 724-7127			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURER</b> Taser International, Inc. 7860 E McClain Drive Suite 2 Scottsdale AZ 852601679 USA			<b>INSURERS AFFORDING COVERAGE</b>			
			INSURER A      Lexington Insurance Company			
			INSURER B			
			INSURER C			
			INSURER D			
			INSURER E			
<b>COVERAGES:</b> This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. A - SIX may Apply						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ACCIDENT LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> RECALL  <input type="checkbox"/> AUTO AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRO- <input type="checkbox"/> BUILT <input type="checkbox"/> LOG	0874966 Comprehensive General Liability	12/01/04	12/01/05	EACH OCCURRENCE	\$2,000,000
					PER OCCURRENCE (Per Occurrence)	\$50,000
					PER YEAR (Any one policy)	
					PERSONAL & AUTO INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - CLAIMS AGR	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per Occurrence)	
					BODILY INJURY (Per Occurrence)	
					PROPERTY DAMAGE (Per Occurrence)	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY	EA ACC AGR
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	7021860 Excess Liability	12/01/04	12/01/05	EACH OCCURRENCE	\$8,000,000
					AGGREGATE	\$8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				PER STATE/TERRITORY LIMIT	PER POLICY
					E.L. EACH ACCIDENT	
					E.L. DISEASE/POLICY LIMIT	
					E.L. US & CANADA EMPLOYER	
	OTHER					
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
DGA Taser, Inc. Attn: Risk Manager 10034 Plank Lane Jacksonville FL 32244 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. IN THE EVENT OF FAILURE TO DO SO, THERE SHALL BE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR ADMINISTRATORS.			
			AUTHORIZED REPRESENTATIVE: <i>David A. [Signature]</i>			
ACORD 25-S (7/97)			ACORD CORPORATION 1988			

Certificate No. 370013507901      Holder Identifier: 010