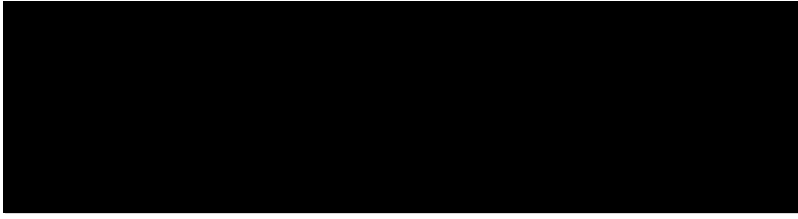








007-088-000 Active

## Taser International , Internatioinal, Inc

<b>Services</b> Emergency Medicine (Dr. Jeffrey Ho) consultation services	<b>Start:</b> 04/01/2005 <b>End:</b> 03/31/2011 <b>Renewal:</b> 12/31/2010
<b>Type:</b> Services Agreements /	<b>Entity:</b> HFA <b>Dept:</b> Emergency Medici <b>Seq:</b> 88 <b>Rev:</b> 0 <b>Filed:</b> PFSD
<b>Frequency:</b> Monthly <b>Initiated by:</b>	<b>Est \$ amount:</b> No \$ est <b>Type of amount:</b> Annual
<b>Contact</b> 	<b>Responsible Party</b> Bonde <b>Affected Parties</b>
	<b>Entered</b> <b>Record ID</b> 4035

### Notes

#### Financial

- 1 007082002  
1. HFA bill monthly for 2 shifts, (6 shifts per quarter @ \$9,086.47 per quarter). Check received upfront.   
2. July 2005 - September 2005 @ \$ 9,086.47 - See First Amendment.  
3. October 1, 2005 - December 31, 2005 @ \$ 9,086.47 - See Second Amendment.  
4.  "the agreement will remain the same for this year (2006) as we will be discussing quarterly the needs of Dr. Ho and what the needs of  "  
" Please send out a contract and I will overnight it back with payment for January 1, 2006 - March 31, 2006". See e-mail dated 1/13/2006.  
5. January 1, 2006 -March 31, 2006 @ \$ 9,086.47 - See Third Amendment.  
6. April 1, 2006 - June 30, 2006 @ \$ 9,086.47 - See Fourth Amendment.  
7. July 1, 2006 - September 30, 2006 @ \$ 9,086.47 - See Fifth Amendment.  
8. October 1, 2006 - December 31, 2006 @ \$ 9,086.47 - See Sixth Amendment.  
9. January 1, 2007 - March 31, 2007 @ \$ 9,086.47 - See Seventh Amendment.  
10. April 1, 2007 - June 30, 2007 @ \$ 9,086.47 - See Eighth Amendment.  
11. July 1, 2007 - September 30, 2007 @ \$9,086.47 - See Ninth Amendment.  
12. October 1, 2007 - December 31, 2007 @ \$ 9,086.47 - See Tenth Amendment.  
13. Eleventh Amendment - effective January 1, 2008 through December 31, 2008 (with auto renewal).  
- Changed to 3 shifts per month (9 shifts per Quarter) @ \$ 13,629.69 per Quarter.  
- Occasional additional shifts @ \$ 1,514.41 per shifts and paid month for the month inoccured.
- 2 1) \$13,629.69 for nine (9) shifts per quarter  
2) Additional shifts paid at \$1,514.41 per shift on a monthly basis. 
- 3 1) 6/1/2009-12/31/2009 - HFA to bill TASER International and TASER International agrees to pay HFA in advance of services performed by HFA Physician on a quarterly basis at the rate of \$2,106.00 per shift.   
Medical director services shall be paid at an additional rate of \$234 per hour. The total quarterly amount shall be \$25,272.00. Any occasional additional shifts will be paid at \$2,106.00 per shift or \$234 per hour.
- 4 1) 1/1/2010-12/31/2010 - HFA to bill TASER International and TASER International agrees to pay HFA in advance of services performed by HFA Physician on a quarterly basis at the rate of \$2,862.00 per shift.   
The total quarterly amount shall be \$25,785.00. Any one occasional additional shift will be paid at \$2,106.00 per shift or \$234 per hour. Any additional shifts will be paid at \$2862.00 per shift or \$318 per hour.

5 2011: \$2,862.00 per shift. The total quarterly amount shall be \$34,344.00 for the agreed upon 4 shifts per month. [REDACTED]

Dr. Ho may occasionally need one more additional shift covered per month. The cost per hour for this one moonlighter shift each month will be \$ 318/hr or \$ 2862/shift.

Any further moonlighter shifts will be billed at \$318/hr or \$ 2862 per shift.

**Other**

1 [REDACTED] [REDACTED]

**Special Provisions**

- 1
1. Initial time period = April - June 2005, future time periods to be negotiated.
  2. HFA malpractice
  3. Any extra shifts worked will be paid by Taser monthly (not held for the Quarterly billing).  
Effective October 2007 forward.
  4. 2008 - Auto renewal for additional one (1) year terms.
- [REDACTED]

#07-088-000

**PHYSICIAN SERVICE AGREEMENT**

This Agreement is by and between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, 914 South Eighth Street, Suite 600, Minneapolis, MN. 55404 and **TASER International®, International, Inc. (TASER International)**, 17800 North 85<sup>th</sup> Street, Scottsdale Arizona 85255, "Party or Parties."

**WITNESSETH**

**WHEREAS**, TASER International desires to contract physician consulting services from HFA.

**WHEREAS**, HFA currently employs physicians who are duly licensed to practice medicine in the State of Minnesota and are board certified in their respective specialties.

**WHEREAS**, TASER International and HFA desire to enter into an agreement whereby HFA will be subcontracted by TASER International to provide emergency medicine physician consultation services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

**ARTICLE 1  
Duties of HFA**

- 1.1 Provision of Services of HFA Physician.** HFA shall provide TASER International with the services of one of its physician-employees ("HFA Physician"). The HFA Physician as of the Effective Date is named in Exhibit 1.1, which is incorporated herein by this reference. The HFA Physician rendering services under this Agreement may change from time to time only by the mutually acceptable written agreement of both Parties.
- 1.2 Professional Services.** HFA Physician shall provide services within the scope of his/her professional competence to TASER International.
- 1.3 Times and Locations of Services to be Provided.** The amount of time and locations of services provided shall be established from time to time by mutual agreement between HFA and TASER International. Initially the schedule is two (2) shifts per month, six (6) shifts per quarter for April, May and June 2005. Future services per quarter to be mutually negotiated by both Parties.
- 1.4 Licenses and Credentials.** Each HFA Physician shall be, and at all times that this Agreement is in effect, shall remain licensed to practice medicine in the State of Minnesota and Board certified in his or her specialty area. HFA shall notify TASER International immediately (but in no event later than ten (10) days) in

writing if any such licensure or certification shall be restricted in any way, suspended, revoked, or otherwise terminated. Any HFA Physician whose license or certification is restricted, suspended, revoked or otherwise terminated shall immediately cease to be an HFA Physician hereunder. In addition, HFA Physician shall at all times that this Agreement is in effect, maintain hospital medical or professional staff appointments and all clinical privileges granted in connection therewith that may be reasonably required in order to render services hereunder. HFA shall notify TASER International in writing as soon as possible (but in no event later than ten (10) days) of any changes in such appointments and privileges, whether voluntary or involuntary. Any HFA Physician whose staff appointments or clinical privileges are restricted, suspended, revoked or otherwise terminated shall immediately cease to be an HFA Physician hereunder. HFA represents and warrants that to the best of its knowledge each HFA Physician presently complies with the requirements of this Section 1.4.

- 1.5 Compliance with TASER International Policies.** HFA Physician shall comply with any standards and policies of TASER International, including, but not limited to, standards applicable to billing for services rendered, standards related to maintenance of medical and business records, and service standards for patients and referring physicians.
- 1.6 Confidentiality of Patient Records.** All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the HFA Physician's duties under this Agreement, shall be treated by the HFA Physician and TASER International as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
- 1.7 Other Confidential Information.** During the course of provided services for TASER International, HFA and HFA Physician may have access to or become acquainted with confidential information relating to TASER International's business. HFA on its own behalf, and on behalf of HFA Physician, acknowledges and understands the importance to TASER International of maintaining such information and agrees to never use or disclose such information. Upon termination of this Agreement, HFA and HFA Physician, agrees to immediately return to TASER International all records or other tangible documents which contain, embody or disclose, in a whole or in part any confidential information. This provision shall survive the termination of this Agreement.
- 1.8 Control Over Physician Services.** HFA is solely responsible for professional services rendered by HFA Physician at Service Site. TASER International shall not exercise any control or direction in the provision of professional services rendered by HFA Physician.

## ARTICLE 2

### Insurance

- 2.1 HFA's Insurance.** HFA will maintain professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate on behalf of each HFA Physician. Such insurance shall be either occurrence or claims made with an extended period reporting option under such terms and conditions as may be reasonably required by TASER International. HFA shall authorize the insurance carrier to issue to TASER International a certificate of insurance upon the request of TASER International. HFA shall provide TASER International with written notice, as soon as possible (but in no event later than ten (10) days) of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation of any such policies, HFA shall secure replacement of such insurance coverage upon the same terms and shall furnish TASER International with a certificate as described above. Failure of HFA to secure replacement coverage in the event of such cancellation, termination or material alteration of any such insurance policies shall be a default hereunder and the Agreement shall automatically terminate pursuant to Section 4.2.3.
- 2.2 Notice Required.** TASER International shall notify HFA as soon as possible but in no event later than ten (10) days of any actual or threatened claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement and shall cooperate in all respects with HFA in the defense of any such claim, action, suit or proceeding.
- 2.3 Survival.** The provisions of Article 2 shall survive the termination of this Agreement with respect to any claim, action, or proceeding relating to actions or omissions alleged to have occurred during the term of this Agreement.

## ARTICLE 3

### Mutual Indemnification

Each Party to this Agreement shall defend, hold harmless and indemnify the other Party hereto against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by a Party that arises out of, or in connection with, the Party's default under or failure to perform any contractual or other obligations, commitment or undertaking under this Agreement, or the malpractice or negligence of the Party or its employees, agents, or representatives in the discharge of its or their professional responsibilities, or any other act or omission of a Party or its employees, agents or representatives. The provision of this Article 3 shall survive termination of this Agreement with respect to any claim, action, or proceeding that relates to acts or omissions occurring during the term of this Agreement.

**ARTICLE 4**  
**Term and Termination**

- 4.1 **Term.** The term of this Agreement shall be April 1, 2005 through December 31, 2005.
- 4.2 **Termination.** Subject to the continuing obligations of TASER International and HFA set forth in Articles 2 and 3.
- 4.2.1 **With Cause.** This Agreement may be terminated by either party with cause upon default by the other party under any material term of this Agreement and failure to cure such default within sixty (60) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement shall be deemed terminated without further action.
- 4.2.2 **Bankruptcy or Insolvency.** This Agreement may be terminated upon the bankruptcy or dissolution of TASER International or HFA.
- 4.2.3 **Automatic.** This Agreement shall terminate automatically if either Party fails to maintain insurance as required under Article 2.
- 4.2.4 **Upon Notice.** This Agreement may be terminated without cause given thirty (30) days prior written notice to the other Party.
- 4.2.5 **Mutual Agreement.** This Agreement may be terminated at any time by the mutual Agreement of the Parties. If this Agreement is terminated under this provision, the Parties may only enter into a new agreement prior to the expiration date of this Agreement if the financial terms of the new agreement do not vary from this Agreement.

**ARTICLE 5**  
**Billing and Collecting/Compensation**

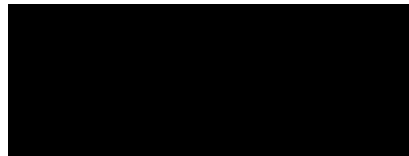
- 5.1 **Billing and Collecting.** As full compensation for the professional services provided under this Agreement, TASER International shall have the exclusive right and responsibility to bill and collect from patients and third party payors for the services rendered by HFA Physician pursuant to this Agreement. TASER International shall have the sole authority to determine the charges for such services. HFA shall not bill any patient or third party payor for any services rendered by any HFA Physician under the Agreement.
- 5.2 **Compensation.** HFA to bill TASER International actual shifts of service performed by HFA physician on a monthly basis and TASER International shall

reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). Future quarters to be mutually negotiated.

## ARTICLE 6 Miscellaneous

- 6.1 **Amendments.** This Agreement and the Exhibits may be amended only upon the mutual written consent of the Parties.
- 6.2 **Independent Contractors.** HFA and HFA Physician are at all times serving as independent contractors to TASER International. Nothing in this Agreement shall be, construed to make or render either Party or any of its officers, agents, or employees and employee of, or joint venturer of or with the other for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by TASER International to its employees. No right or authority is granted to HFA or HFA Physician to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of TASER International.
- 6.3 **Responsibility for Payment of Taxes.** TASER International shall not treat HFA Physician as an employee for any reason, including, but not limited to, the Federal Unemployment Tax Act, the Social Security Act, the Workers' Compensation Act and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. HFA shall be solely responsible for payment of all self-employment and/or applicable federal and state income taxes.
- 6.4 **Notices.** All notices hereunder by either party to the other shall be in writing. All notices, demands and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to TASER International:



If to HFA: Director of Contracting  
600 HFA Building  
914 South 8<sup>th</sup> Street  
Minneapolis, MN 55404

or to such other address or to such other person as may be designated by written notice given from time to time during the term of this Agreement by one party to the other.

- 6.5 Entire Agreement.** This Agreement represents the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.
- 6.6 Compliance with Terms.** Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either Party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.
- 6.7 Rights of Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.
- 6.8 Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party.
- 6.9 Benefits.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.
- 6.10 Construction.** Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid under the applicable law, that provision will still be effective to the extent it remains valid. The remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.
- 6.11 Captions.** The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.
- 6.12 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.
- 6.13 Conflict of Laws.** This Agreement shall be governed by the laws of the State of Minnesota without giving effect to its conflicts of law provisions.



IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

**HENNEPIN FACULTY ASSOCIATES**

By: Lawrence R. Fosbury

Name: Lawrence R. Fosbury

Its: President

Date: 4/14/2005

**TASER INTERNATIONAL INTERNATIONAL, INC**

By: Mark A. Johnson

Name: Mark A. Johnson

Its: Director of Technical Programs

Date: April 6, 2005

**EXHIBIT 1.1  
HFA PHYSICIAN AS OF THE  
EFFECTIVE DATE OF THE AGREEMENT**

**Emergency Medicine**  
Jeffrey Ho, M.D.

✓  
**SECOND AMENDMENT**

#007-088-000

This Second Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of October 1, 2005.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 5.2: Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter October 1, 2005 through December 31, 2005 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: Lawrence R. Fosbury  
Lawrence R. Fosbury

By: Mark A. Johnson  
Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 9/19/05

Date: 09/23/05

**THIRD AMENDMENT**

This Second Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of January 1, 2006.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter) TASER will reimburse for HFA Physician for the quarter ~~January 1, 2006 through March 31, 2006~~ at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: Lawrence R. Fosbury  
Lawrence R. Fosbury

By: Mark A. Johnson  
Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 1/19/06

Date: 1-23-05

**FOURTH AMENDMENT**

# 007-088-000

This Second Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of April 1, 2006.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

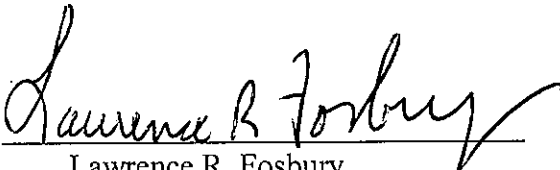
HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter April 1, 2006 through June 30, 2006 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.


2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By:   
 Lawrence R. Fosbury

By:   
 Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 4/3/06

Date: 4-10-06

**FIFTH AMENDMENT**

# 007-088-000

This Second Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of July 1, 2006.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

- 1. Article 5.2 Compensation of this Agreement is hereby amended to read as follows:

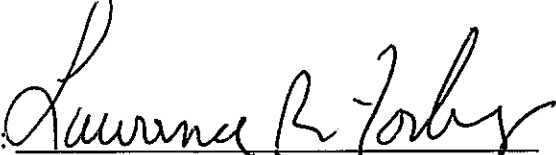
HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter July 1, 2006 through September 30, 2006 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.


- 2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By:   
 Lawrence R. Fosbury

By:   
 Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 9/7/06

Date: 9-13-06

**SIXTH AMENDMENT**

This Sixth Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of October 1, 2006.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter October 1, 2006 through December 31, 2006 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

By: *Lawrence R. Fosbury*  
Lawrence R. Fosbury

Its: President

Date: 10/29/06

**TASER INTERNATIONAL**

By: *Mark A. Johnson*  
Mark A. Johnson

Its: Director of Technical Programs

Date: 12-7-06

PAID

PAID

SEVENTH AMENDMENT

*MAJ 2/22/07*

This Seventh Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of January 1, 2007.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter January 1, 2007 through March 31, 2007 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: *Lawrence R. Fosbury*  
 Lawrence R. Fosbury

By: \_\_\_\_\_  
 Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 2/22/07

Date: \_\_\_\_\_



EIGHTH AMENDMENT

*Memo 5/17/07*

This Eighth Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of April 1, 2007.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

- 1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter April 1, 2007 through June 30, 2007 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

- 2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: *Lawrence R. Fosbury*  
 Lawrence R. Fosbury

By: \_\_\_\_\_  
 Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 5/17/07

Date: \_\_\_\_\_

*cle  
 reviewed  
 6/7/07*

✓

**NINTH AMENDMENT**

This Ninth Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of July 1, 2007.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

- 1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter July 1, 2007 through September 30, 2007 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

- 2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**PAID**

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

**ENTERED**

By: *Lawrence R. Fosbury*  
 Lawrence R. Fosbury

By: *Mark A. Johnson*  
 Mark A. Johnson

Its: President

Its: Director of Technical Programs

Date: 9/10/07

Date: 9-27-07

TENTH AMENDMENT

#007-088-000

This Tenth Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of October 1, 2007.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

- 1. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

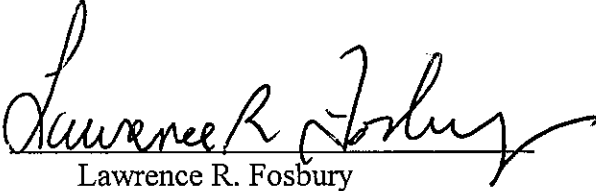
HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician initial quarterly activity at the rate of \$9,086.47 (for the quarter). TASER will reimburse for HFA Physician for the quarter October 1, 2007 through December 31, 2007 at the rate of \$9,086.47. Any future quarters to be mutually negotiated.

- 2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By:   
 Lawrence R. Fosbury

By:   
 Andrew Hing

Its: President

Its: Director of Technical Programs

Date: 12/6/07

Date: \_\_\_\_\_

**AMENDMENT NUMBER ELEVEN**  
**PHYSICIAN SERVICE AGREEMENT**

This Eleventh Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of January 1, 2008.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 1.3. Times and Locations of Services to be Provided is hereby amended to read as follows:

The amount of times and locations of services provided shall be established from time to time by mutual agreement between HFA and TASER International. As of January 1, 2008 the schedule is three (3) shifts per month, nine (9) shifts per quarter. Future services per quarter to be mutually negotiated by both Parties.

2. Article 4.1. Term is hereby amended to read as follows:

The term of this Amended Agreement shall be January 1, 2008 through December 31, 2008 with automatic renewal for additions of one (1) year terms unless terminated by conditions set forth in Section 4.2 of the original Agreement.

3. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International actual shifts of service performed by HFA Physician on a monthly basis and TASER International shall reimburse HFA for HFA Physician quarterly activity at the rate of \$13,629.69 for nine (9) shifts per quarter. Any occasional additional shifts will be paid at \$1,514.41 per shift on a monthly basis for the month of service.

2. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

2

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

By: Lawrence R. Fosbury  
Lawrence R. Fosbury

Its: President

Date: 1/14/08

**TASER INTERNATIONAL**

By: Andrew Hinz  
Andrew Hinz

Its: Law Enforcement Technical Coordinator

Date: 1/22/08

**AMENDMENT NUMBER TWELVE**

**PHYSICIAN SERVICE AGREEMENT**

This Eleventh Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of June 1, 2009.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 1.2 Professional Services is hereby amended as follows:

HFA Physician shall provide services within the scope of his/her professional competence to TASER International. In addition HFA Physician shall provide medical director services to TASER International. As medical director HFA Physician shall provide medical leadership to TASER International staff in the development, implementation and management of health coordination, utilization review and quality improvement activities.

2. Article 1.3. Times and Locations of Services to be Provided is hereby amended to read as follows:

The amount of times and locations of services provided shall be established from time to time by mutual agreement between HFA and TASER International. As of June 1, 2009 the schedule is four (4) shifts per month, twelve (12) shifts per quarter. Shifts are considered nine (9) hours in length. Future services per quarter to be mutually negotiated by both Parties.

3. Article 4.1. Term is hereby amended to read as follows:

The term of this Amended Agreement shall be June 1, 2009 through December 31, 2009 with automatic renewal for additions of one (1) year terms unless terminated by conditions set forth in Section 4.2 of the original Agreement.

4. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International and TASER International agrees to pay HFA in advance of services performed by HFA Physician on a quarterly basis at the rate of \$2,106.00 per shift. Medical director services shall be paid at an additional rate of \$234 per hour. The total quarterly amount shall be \$25,272.00. Any occasional additional shifts will be paid at \$2,106.00 per shift or \$234 per hour.

5. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: \_\_\_\_\_  
Lawrence R. Fosbury

By: \_\_\_\_\_  
Andrew Hinz

Its: President

Its: Law Enforcement Technical Coordinator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NUMBER THIRTEEN**

**PHYSICIAN SERVICE AGREEMENT**

This Eleventh Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of January 1, 2010.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 1.2 Professional Services is hereby amended as follows:

HFA Physician shall provide services within the scope of his/her professional competence to TASER International. In addition HFA Physician shall provide medical director services to TASER International. As medical director HFA Physician shall provide medical leadership to TASER International staff in the development, implementation and management of health coordination, utilization review and quality improvement activities.

2. Article 1.3. Times and Locations of Services to be Provided is hereby amended to read as follows:

The amount of times and locations of services provided shall be established from time to time by mutual agreement between HFA and TASER International. As of January 1, 2010 the schedule is three (3) shifts per month, nine (9) shifts per quarter. Shifts are considered nine (9) hours in length. Future services per quarter to be mutually negotiated by both Parties.

3. Article 4.1. Term is hereby amended to read as follows:

The term of this Amended Agreement shall be January 1, 2010 through December 31, 2010 with automatic renewal for additions of one (1) year terms unless terminated by conditions set forth in Section 4.2 of the original Agreement.

4. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International and TASER International agrees to pay HFA in advance of services performed by HFA Physician on a quarterly basis at the rate of \$2,862.00 per shift. The total quarterly amount shall be \$25,785.00 for the agreed upon 3 shifts per month. Dr. Ho may occasionally need one more additional shift covered per month. The cost per hour for this one

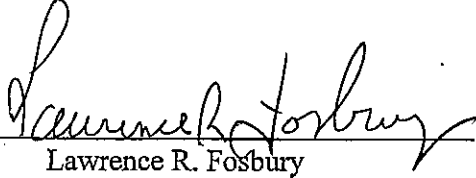


moonlighter shift each month will be \$ 234/hr or \$ 2106/shift. Any further moonlighter shifts will be billed at \$318/hr or \$ 2862 per shift.

5. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

By:   
Lawrence R. Fosbury

Its: President

Date: 3/31/10

**TASER INTERNATIONAL**

By:   
Andrew Hinz

Its: Law Enforcement Technical Coordinator

Date: \_\_\_\_\_



**AMENDMENT NUMBER FOURTEEN**

**PHYSICIAN SERVICE AGREEMENT**

This Fourteenth Amendment is between **Hennepin Faculty Associates (HFA)**, a Minnesota non-profit corporation, and **TASER International® (TASER International)**, as of April 1, 2011.

**WHEREAS**, HFA and TASER entered into this Agreement April 1, 2005 (the "Agreement"); and

**WHEREAS**, HFA and TASER wish to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. Article 1.2 Professional Services is hereby amended as follows:

HFA Physician shall provide services within the scope of his/her professional competence to TASER International. In addition HFA Physician shall provide medical director services to TASER International. As medical director HFA Physician shall provide medical leadership to TASER International staff in the development, implementation and management of health coordination, utilization review and quality improvement activities.

2. Article 1.3. Times and Locations of Services to be Provided is hereby amended to read as follows:

The amount of times and locations of services provided shall be established from time to time by mutual agreement between HFA and TASER International. As of April 1, 2011 the schedule is four (4) shifts per month, twelve (12) shifts per quarter. Shifts are considered nine (9) hours in length. Future services per quarter to be mutually negotiated by both Parties.

3. Article 4.1. Term is hereby amended to read as follows:

The term of this Amended Agreement shall be April 1, 2011 through March 31, 2012 with automatic renewal for additions of one (1) year terms unless terminated by conditions set forth in Section 4.2 of the original Agreement.

4. Article 5.2. Compensation of this Agreement is hereby amended to read as follows:

HFA to bill TASER International and TASER International agrees to pay HFA in advance of services performed by HFA Physician on a quarterly basis at the rate of \$2,862.00 per shift. The total quarterly amount shall be \$34,344.00 for the agreed upon 4 shifts per month. Dr. Ho may occasionally need one more additional shift covered per month. The cost per hour for this one moonlighter shift each month will be \$ 318/hr or \$ 2862/shift. Any further moonlighter shifts will be billed at \$318/hr or \$ 2862 per shift.

5. Except as hereinabove expressly amended, the Agreement is continued in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year indicated.

**HENNEPIN FACULTY ASSOCIATES**

**TASER INTERNATIONAL**

By: Lawrence R. Fosbury  
Lawrence R. Fosbury

By: Andrew Hinz  
Andrew Hinz

Its: President

Its: Director of Technical Services

Date: 4/5/11

Date: 4/5/11