

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

State of Montana NASPO PA Contract No. NVP OK-MA-145-21-100

This agreement (“the Agreement”) is hereby made this ___ day of _____, 2025, by the City of Billings, Montana (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Agency is authorized to purchase under Contract No. NVP_OK-MA-145-21-100 between Axon and the State of Montana dated November 20, 2024, which is a participating addendum for NASPO ValuePoint Master Agreement # **OK-MA-145-21-100** “Public Safety Video Systems” (all together, the “NASPO Contract”), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the NASPO Contract to the Agency at the same prices chargeable to NASPO; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the NASPO Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the NASPO Contract for the goods and services detailed in Quote Q-689377 (the “Quote”) attached hereto as Exhibit A.
2. Axon agrees to hold the pricing for the products at the prices and quantities as outlined in Exhibit B.
3. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the NASPO Contract, the terms and conditions of the NASPO Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.
4. Agency must, by law, terminate this Agreement if funds are not appropriated or otherwise made available to support Agency’s continuation of performance of this Agreement in a subsequent fiscal period. If state or federal government funds are not appropriated or otherwise made available through the Agency budgeting process to support continued performance of this Agreement (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Agency shall terminate this Agreement as required by law. Agency shall provide Axon the date Agency’s termination shall take effect. Agency shall not be liable to Axon for any payment that would have been payable had the Agency not been terminated under this provision. This is Axon’s sole remedy. Agency shall not be liable to Axon for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues

This Agreement, together with the NASPO Contract, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Quote Appendix – see next page

Exhibit B – Price Sheet