

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard 718-23

This agreement (“the Agreement”) is hereby made this 3rd day of October, 2024, by the Burleson Police Department (“Customer”) and Axon Enterprise, Inc. (“Axon”). Collectively, Customer and Axon are the “Parties.”

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

WHEREAS, Axon and Buyboard agreed to utilize Buyboard 718-23 as for the Buyboard Cooperative Contract (“Buyboard Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Customer at the same prices in Buyboard Contract; and

WHEREAS, the goods and/or services required by the Customer and that the Customer seeks to obtain from Axon are within the scope of the Buyboard 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 BuyBoard #718-23 Contract for the goods and services detailed in Q-564163-45552.511JW and Q-564162-45510.875JW (the “Quotes”) attached hereto as Exhibit A and Exhibit B, respectively.

2. 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 Buyboard Contract, the terms and conditions of the Buyboard 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.

This Agreement, together with the Buyboard 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.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Attachment A

Q-564163-45552.511JW

Issued: 09/17/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 114568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA	Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Wes Routson Phone: (817) 426-9947 Email: wroutson@burlesontx.com Fax:

Quote Summary

Program Length	51 Months
TOTAL COST	\$37,395.24
ESTIMATED TOTAL W/ TAX	\$37,395.24

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$9,348.81	\$0.00	\$9,348.81
Nov 2025	\$9,348.81	\$0.00	\$9,348.81
Nov 2026	\$9,348.81	\$0.00	\$9,348.81
Nov 2027	\$9,348.81	\$0.00	\$9,348.81
Total	\$37,395.24	\$0.00	\$37,395.24

Quote Unbundled Price:	\$37,395.24
Quote List Price:	\$37,395.24
Quote Subtotal:	\$37,395.24

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	51	\$183.34	\$183.34	\$183.34	\$9,350.34	\$0.00	\$9,350.34
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	51	\$283.34	\$283.34	\$283.34	\$14,450.34	\$0.00	\$14,450.34
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	51		\$33.32	\$33.32	\$13,594.56	\$0.00	\$13,594.56
Total							\$37,395.24	\$0.00	\$37,395.24

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	1	11/01/2024	01/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	11/01/2024	01/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	11/01/2024	01/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - UAS LICENSE - CLASS 2	1	11/01/2024	01/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	11/01/2024	01/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	11/01/2024	01/31/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	11/01/2024	01/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1161 SW Wilshire Blvd	Burleson	TX	76028-5718	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$3,398.65	\$0.00	\$3,398.65
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,337.58	\$0.00	\$2,337.58
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,612.58	\$0.00	\$3,612.58
Total				\$9,348.81	\$0.00	\$9,348.81

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$3,398.65	\$0.00	\$3,398.65
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,337.58	\$0.00	\$2,337.58
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,612.58	\$0.00	\$3,612.58
Total				\$9,348.81	\$0.00	\$9,348.81

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$3,398.65	\$0.00	\$3,398.65
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,337.58	\$0.00	\$2,337.58
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,612.58	\$0.00	\$3,612.58
Total				\$9,348.81	\$0.00	\$9,348.81

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$3,398.65	\$0.00	\$3,398.65
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$2,337.58	\$0.00	\$2,337.58
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$3,612.58	\$0.00	\$3,612.58
Total				\$9,348.81	\$0.00	\$9,348.81

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 718-23 (Axon Air) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/17/2024



EXHIBIT B



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Attachment B

Q-564162-45510.875JW

Issued: 08/06/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 114568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA	Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Phone: Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$72,817.84
ESTIMATED TOTAL W/ TAX	\$72,817.84

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$9,891.96	\$0.00	\$9,891.96
Jan 2026	\$14,818.43	\$0.00	\$14,818.43
Jan 2027	\$15,411.15	\$0.00	\$15,411.15
Jan 2028	\$16,027.60	\$0.00	\$16,027.60
Jan 2029	\$16,668.70	\$0.00	\$16,668.70
Total	\$72,817.84	\$0.00	\$72,817.84

Quote Unbundled Price:	\$72,817.84
Quote List Price:	\$72,817.84
Quote Subtotal:	\$72,817.84

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
12346	AXON AIR - FOTOKITE SIGMA MOBILE	1			\$37,078.00	\$37,078.00	\$37,078.00	\$0.00	\$37,078.00
A la Carte Software									
100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	48		\$249.58	\$249.58	\$11,979.84	\$0.00	\$11,979.84
12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	60		\$275.00	\$275.00	\$16,500.00	\$0.00	\$16,500.00
A la Carte Warranties									
100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1			\$7,260.00	\$7,260.00	\$7,260.00	\$0.00	\$7,260.00
Total							\$72,817.84	\$0.00	\$72,817.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	1	01/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	02/01/2025	01/31/2030
A la Carte	100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	02/01/2026	01/31/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1161 SW Wilshire Blvd	Burleson	TX	76028-5718	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	\$3,046.35	\$0.00	\$3,046.35
Annual Payment 1	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	\$6,845.61	\$0.00	\$6,845.61
Total				\$9,891.96	\$0.00	\$9,891.96

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	\$3,168.20	\$0.00	\$3,168.20
Annual Payment 2	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	\$7,119.43	\$0.00	\$7,119.43
Ext Warranty - Annual Payment 1	100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,821.14	\$0.00	\$2,821.14
Ext Warranty - Annual Payment 1	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,709.66	\$0.00	\$1,709.66
Total				\$14,818.43	\$0.00	\$14,818.43

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	\$3,294.93	\$0.00	\$3,294.93
Annual Payment 3	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	\$7,404.20	\$0.00	\$7,404.20
Ext Warranty - Annual Payment 2	100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	\$2,933.98	\$0.00	\$2,933.98
Ext Warranty - Annual Payment 2	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,778.04	\$0.00	\$1,778.04
Total				\$15,411.15	\$0.00	\$15,411.15

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	\$3,426.73	\$0.00	\$3,426.73
Annual Payment 4	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	\$7,700.37	\$0.00	\$7,700.37
Ext Warranty - Annual Payment 3	100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	\$3,051.33	\$0.00	\$3,051.33
Ext Warranty - Annual Payment 3	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,849.17	\$0.00	\$1,849.17
Total				\$16,027.60	\$0.00	\$16,027.60

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	\$3,563.80	\$0.00	\$3,563.80
Annual Payment 5	12346	AXON AIR - FOTOKITE SIGMA MOBILE	1	\$8,008.38	\$0.00	\$8,008.38
Ext Warranty - Annual Payment 4	100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	1	\$3,173.39	\$0.00	\$3,173.39
Ext Warranty - Annual Payment 4	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	1	\$1,923.13	\$0.00	\$1,923.13
Total				\$16,668.70	\$0.00	\$16,668.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 718-23 (Axon Air) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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Signature

Date Signed

8/6/2024

