



**City of Roswell
Meeting Agenda
Mayor and Council
Regular Meeting**

**Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack**

Monday, March 23, 2026

7:00 PM

City Hall - Council Chambers

Welcome

Roll Call

Invocation/Moment of Silence - Brad Tennant, Preacher and Teacher from Bridge to Grace Church

Pledge of Allegiance - United States Army Retired Master Sergeant David Farabaugh

Mayor's Report

- 1. #10291 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Retired Master Sergeant David Farabaugh.**
- 2. #10369 Reading of a Proclamation designating the third week of March as Government Finance Professionals Week, March 16-20, 2026.**

Crabapple Middle School student presentation to support the addition of a skate park in the City of Roswell.

Announcement of the opening of the Fulton County Health & Human Services North facility by Fulton County Chief Operating Officer Pamela Roshell.

Consent Agenda

- 1. #10364 Approval of the minutes of the March 9, 2026 Regular Mayor and Council meeting.**

2. **#10342 Approval for the Mayor or City Administrator to sign Intergovernmental Agreements (IGA) between Fulton County, Georgia and City of Roswell, Georgia for Transportation projects that include acceptance of reimbursement funds for associated water line work.**

Presented by Andy Phlegar, Director of Transportation

3. **#10326 Approval to award the Big Creek Trail design contract to Kimley Horn and execute Task Order #1 in the amount of \$1,098,630.00 with a total budget authorization of \$1,198,630.00.**

Presented by Andy Phlegar, Director of Transportation

Regular Agenda

1. **#10368 Recommendation to convert the six pickleball courts at Crabapple Center into two tennis courts.**

Presented by Steven Malone, Director of Recreation, Parks, H&C Affairs

2. **#10333 Approval to enter into a new agreement with BRINC and Motorola Solutions for a Trial Drone as First Responder (DFR) initiative take off program.**

Presented by James W. Conroy, Chief of Police

3. **#10343 Approval to award the 2026 Citywide Resurfacing Contract to Baldwin Paving Company, Inc for \$5,241,853.23 with an amount not to exceed \$6,044,408.00.**

Presented by Andy Phlegar, Director of Transportation

4. **#10344 Approval of a contract amendment for Winter Construction for the completion of the Green Street Mobility project in the amount of \$3,110,452.29 with a budget authorization of \$3,450,000.00.**

Presented by Andy Phlegar, Director of Transportation

5. **#10244 Approval of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms. (Second Reading)**

Presented by Jeannie Peyton, Planning and Zoning Director

6. **#10037 Approval of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. (Second Reading)**

Presented by Joseph Cusack, Assistant City Attorney

City Attorney's Report

7. **#10365 Approval of the appointment of the Honorable Brian Hansford as Chief Municipal Court Judge of the Municipal Court of the City of Roswell in accordance with O.C.G.A. 36-32-2.**
8. **#10366 Approval of a Resolution to extend the temporary emergency moratorium an additional 95 days on the establishment of new data centers in the City of Roswell.**
9. **#10362 Recommendation to go into Closure at 5:30 PM on Monday, April 13, 2026 to discuss Personnel, Litigation and/or Real Estate.**

Adjournment**PUBLIC COMMENT PROTOCOL:**

- To address Mayor and Council on an Agenda Item, complete a Comment Card and submit to the City Clerk.
- Comments by individual speakers are limited to five minutes per item. (*Exemptions to the time limit are zoning applicants, appeals, and semi-judicial matters before Mayor and Council.*) Comments should only be made on the agenda item under consideration.
- Documents, pictures or presentation materials for distribution to the Mayor and Council must be submitted to the City Clerk by noon on Monday prior to the meeting. Email to citizendocuments@roswellgov.com or drop off at City Hall.

RULES OF DECORUM FOR ALL MEETINGS (City of Roswell Code of Ordinances Section 2.1.6):

The City of Roswell strives to provide a positive experience for those visiting city facilities and promotes an environment of personal safety and security – free from intimidation, threats or violent acts. All are expected to exhibit common courtesy, civility, and respect for others. Members of the audience will respect the rights of others and will not create noise or other disturbances that disrupt or disturb persons who are addressing the Mayor & Council who are speaking or otherwise impede the orderly conduct of the meeting. Violations may result in the violator being removed from the premises.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10291

MEETING DATE: March 23, 2026
DEPARTMENT: Mayor's Report
ITEM TYPE: Proclamation - Mayor's Report

Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Retired Master Sergeant David Farabaugh.

Item Summary:

This Proclamation honors United States Army Retired Master Sergeant David Farabaugh for his service to this Nation, to fellow service members and to the community of Roswell.

Presented by:

Mayor Mary Robichaux

U.S. Army Master Sergeant David Farabaugh Esteemed Veteran of Roswell



WHEREAS, Retired Master Sergeant David Farabaugh honorably served the United States of America for twenty-two years in the United States Army, enlisting in December 1984 and retiring in July 2006; and

WHEREAS, Master Sergeant Farabaugh began his military career in the Military Police Corps, completing both basic and advanced individual training at Fort McClellan, Alabama, and quickly rose through the ranks while serving in critical leadership roles including team leader, squad leader, training sergeant, operations sergeant, and Military Police Investigations Supervisor; and

WHEREAS, demonstrating exceptional leadership and dedication, he achieved the rank of Sergeant First Class and was selected by the Department of the Army to serve as a Drill Sergeant and to train as a United States Army Criminal Investigator (CID Agent); and

WHEREAS, he continued his distinguished career within the United States Army Criminal Investigation Division, ultimately attaining the rank of Master Sergeant and serving in key leadership positions including Detachment Sergeant, Operations Sergeant, and First Sergeant for CID units around the world; and

WHEREAS, Master Sergeant Farabaugh further served his country through deployments in support of national security operations, spearheading an element assigned to a Joint Criminal Investigative Task Force in both Afghanistan and Guantanamo Bay, Cuba; and

WHEREAS, his exemplary service and dedication were recognized through numerous awards and honors, including the Meritorious Service Medal (three awards), Joint Service Commendation Medal, Army Commendation Medal (five awards), Army Achievement Medal (six awards), Army Good Conduct Medal (seven awards), National Defense Service Medal (two awards), Afghanistan Campaign Medal, Global War on Terrorism Service Medal, and the German Armed Forces Marksmanship Badge (Bronze); and

WHEREAS, following his distinguished military career, Master Sergeant Farabaugh continued his service to the community by joining the City of Roswell Police Department in October 2006, where he has faithfully served for nearly two decades; and

WHEREAS, during his tenure with the Roswell Police Department, he served in the Uniform Patrol Division and the Criminal Investigations Division, where he developed expertise in financial crimes and the protection of elderly citizens from exploitation. He currently serves in the Office of Professional Standards, where he plays a vital role in conducting background investigations and helping ensure the integrity and excellence of future members of the department; and

WHEREAS, through both his military and civilian service, Master Sergeant Farabaugh has demonstrated an unwavering commitment to duty, leadership, and the safety and well-being of others, embodying the highest ideals of service to both his country and the Roswell community;

NOW THEREFORE, I, Mary Robichaux, Mayor of the City of Roswell, do hereby name David Farabaugh, an Esteemed Veteran of Roswell, and call upon all our citizens to recognize his outstanding service to our Country and our community and that there is no higher calling than those who serve in the Armed Forces. In witness whereof, I have hereunto set my hand and seal this 23rd day of March, 2026.

MAYOR MARY ROBICHAUX



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10369

MEETING DATE: March 23, 2026
DEPARTMENT: Mayor's Report
ITEM TYPE: Proclamation - Mayor's Report

Reading of a Proclamation designating the third week of March as Government Finance Professionals Week, March 16-20, 2026.

Item Summary:

This Proclamation recognizes, honors and expresses appreciation for the dedication, professionalism and public service of government finance professionals whose expertise supports the fiscal stability and long-term success of Georgia's local governments and designates the third week of March as Government Finance Professionals Week to be celebrated the week of March 16-20 in 2026.

Presented by:

Mayor Mary Robichaux

Government Finance Professionals Week

March 16-20, 2026

WHEREAS, government finance professionals perform essential services that ensure the effective, transparent, and responsible management of public funds for the benefits of residents throughout the State of Georgia; and

WHEREAS, government finance professionals serve their communities through their expertise in budgeting, accounting, treasury management, procurement, debt administration, auditing, fiscal reporting, and long-range financial planning, thereby supporting the lawful and efficient operation of state, county, and municipal governments; and

WHEREAS, these dedicated professionals uphold the highest standards of ethics, integrity, accuracy, and accountability, fostering public trust and safeguarding the fiscal health of local government institutions; and

WHEREAS, the Georgia Government Finance Officers Association (GGFOA) represents finance professionals statewide and advances excellence in government financial management through education, training, and leadership development; and

WHEREAS, GGFOA and its member jurisdictions have established and sponsored Government Finance Professionals Week to acknowledge and celebrate the contributions of public finance professionals, and to increase awareness of the vital financial services they provide that benefits all Georgians; and

WHEREAS, it is fitting and proper to recognize, honor, and express appreciation for the dedication, professionalism, and public service of government finance professionals whose expertise supports the fiscal stability and long-term success of Georgia's local governments;

NOW, THEREFORE, I, Mary Robichaux, Mayor of the City of Roswell, do hereby proclaim the **third week of March** as "GOVERNMENT FINANCE PROFESSIONALS WEEK" in the City of Roswell and encourage all residents, elected officials, and community organizations to join in recognizing and expressing appreciation for the dedicated government finance professionals across our community and the state of Georgia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Roswell to be affixed this 23rd day of March, 2026.

Mary Robichaux, Mayor



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10364

MEETING DATE: March 23, 2026

DEPARTMENT: Administration

ITEM TYPE: Approval

Approval of the minutes of the March 9, 2026 Regular Mayor and Council meeting.

Item Summary:

Approval of the minutes of the March 9, 2026 Regular Mayor and Council meeting.



**City of Roswell
Meeting Minutes
Mayor and Council
Regular Meeting**

**Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack**

Monday, March 9, 2026	7:00 PM	City Hall - Council Chambers
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Welcome

Mayor Mary Robichaux: Present, Councilmember Sarah Beeson: Present, Councilmember Eren Brumley: Present, Councilmember Christine Hall: Present, Councilmember Jennifer Phillippi: Present, Councilmember Allen Sells: Present, Councilmember Chris Zack: Present.

Invocation/Moment of Silence - Sr. Pastor Lee Jenkins, Eagles Nest Church

Presentation of Colors and Pledge of Allegiance - Cub Scout Troop 87 and Cub Scout Pack 199

Mayor's Report

1. #10277 Fire Department 2025 Award Recipients

Recognition of the 2025 Roswell Fire Department C Shift Service Award recipients. These awards honor personnel who demonstrated exceptional performance, leadership, customer service, and commitment to the department's core values of Service, Teamwork, Accountability, Integrity, and Respect.

- Firefighter of the Year - Kyle Phillips
- Fire Apparatus Operator of the Year - Nick Leslie
- EMS Provider of the Year - Jon Montague, Captain
- Fire Chief's Award - Hagan Bailey, Captain
- State of Georgia Chief Officer of the Year - Battalion Chief David "Buck" Rogers

RESULT:	RECOGNIZED
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Consent Agenda

RESULT:	CONSENT AGENDA APPROVED [UNANIMOUS]
MOVER:	Sarah Beeson, Councilmember
SECONDER:	Jennifer Phillippi, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

1. **#10339 Approval of the minutes of the February 23, 2026 Regular Mayor and Council Meeting.**
2. **#10324 Approval from the Mayor or City Administrator to award a contract to Barbizon Lighting Company in the amount of \$427,998.64 for the completion of the rigging and dimmer upgrades at the Cultural Arts Center with a total budget authorization in the amount of \$470,000.00.**

Regular Agenda

1. **#10332 Approval to add "Juneteenth" to the City of Roswell 2026 Holiday Calendar.**

Motion to approve adding "Juneteenth" to the City of Roswell Holiday Calendar for 2026 and all years moving forward.

RESULT:	APPROVED [5 TO 1]
MOVER:	Sarah Beeson, Councilmember
SECONDER:	Eren Brumley, Councilmember
IN FAVOR:	Beeson, Brumley, Phillippi, Sells, Zack
OPPOSED:	Christine Hall

2. **#10315 Approval of ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance.**

Motion to approve ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance as amended with the added language that no other variances from the requirements of the Roswell Unified Development Code are approved, granted, or deemed waived by this site plan approval that have not been expressly granted concurrent with this site plan approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Allen Sells, Councilmember
SECONDER:	Jennifer Phillippi, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

3. **#10244 Approval of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms. (First Reading)**

RESULT: APPROVED FIRST READING [UNANIMOUS]

Next: 3/23/2026 7:00 PM

MOVER: Sarah Beeson, Councilmember

SECONDER: Eren Brumley, Councilmember

IN FAVOR: Beeson, Brumley, Hall, Phillippi, Sells, Zack

4. **#10331 Approval of a Resolution to update locations in the City of Roswell to designate paid or restricted parking areas and approve the staff-recommended Initial Implementation Plan.**

Motion to implement the policy recommendations of staff regarding the Green Street and Downtown On-Street Parking as a pilot program through the end of the year 2026.

RESULT: APPROVED WITH CHANGE [4 TO 2]

MOVER: Eren Brumley, Councilmember

SECONDER: Allen Sells, Councilmember

IN FAVOR: Sarah Beeson, Eren Brumley, Christine Hall, Allen Sells

OPPOSED: Jennifer Phillippi, Chris Zack

5. **#10295 Approval of a Resolution of the Mayor and Council of the City of Roswell to approve the Bond Resolution of the Roswell Public Facilities Authority (RPFA) authorizing the issuance of the RPFA Revenue Bond Series 2026 and authorize the execution of an Intergovernmental Agreement between the City and the RPFA.**

Resolution No. 2026-03-02

RESULT: APPROVED [UNANIMOUS]

MOVER: Allen Sells, Councilmember

SECONDER: Sarah Beeson, Councilmember

IN FAVOR: Beeson, Brumley, Hall, Phillippi, Sells, Zack

6. **#10037 Approval of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. (First Reading)**

RESULT: APPROVED FIRST READING [5 TO 1]

Next: 3/23/2026 7:00 PM

MOVER: Sarah Beeson, Councilmember

SECONDER: Chris Zack, Councilmember

IN FAVOR: Beeson, Brumley, Phillippi, Sells, Zack

OPPOSED: Christine Hall

City Attorney's Report

7. **#10337 Recommendation to go into Closure at 5:30 PM on Monday March 23, 2026 to Discuss Personnel, Litigation and Real Estate.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Sarah Beeson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

*****ADDENDUM - Item added Friday, March 6, 2026*****

- #10356 Adoption of a Resolution to Support the Memorandum of Understanding (MOU) between the City of Roswell GA and Sun Belt Office I, LLC.**

Resolution No. 2026-03-03

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Eren Brumley, Councilmember
SECONDER:	Chris Zack, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

Adjournment

The meeting was adjourned at 11:53 PM



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10342

MEETING DATE: March 23, 2026

DEPARTMENT: Transportation

ITEM TYPE: Intergovernmental Agreement

Approval for the Mayor or City Administrator to sign Intergovernmental Agreements (IGA) between Fulton County, Georgia and City of Roswell, Georgia for Transportation projects that include acceptance of reimbursement funds for associated water line work.

Item Summary:

As part of the utility coordination efforts for Transportation projects, Fulton County has typically identified water facilities that must be adjusted, relocated, or upgraded to accommodate the project. Similar to past projects, Fulton County has requested the work be included in the City of Roswell's construction contract. The Intergovernmental Agreements (IGA) state that the county will reimburse the City once the work is complete.

Since this is a common occurrence on Transportation projects and there is no cost to the City, staff is recommending blanket approval to execute IGA's with Fulton County.

Committee or Staff Recommendation:

On March 10, 2026 the Committees of Council recommended placing this Item on the March 23, 2026 Mayor and Council Agenda.

Financial Impact:

This item triggers no financial impact to the City.

Recommended Motion:

Motion to approve the Mayor or City Administrator signing an Intergovernmental Agreements (IGA) between Fulton County, Georgia and City of Roswell, Georgia for Transportation projects that include acceptance of reimbursement funds for associated water line work.

Presented by:

Andy Phlegar, P.E., Director of Transportation



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10326

MEETING DATE: March 23, 2026

DEPARTMENT: Transportation

ITEM TYPE: Contract

Approval to award the Big Creek Trail design contract to Kimley Horn and execute Task Order #1 in the amount of \$1,098,630.00 with a total budget authorization of \$1,198,630.00.

Item Summary:

The Big Creek Greenway Community Connectivity Project will be an approximately 2-mile multi-use path that is anticipated to be 12 to 14-feet wide and will support both pedestrians and bicycles. The trail will follow along Big Creek and utilize the dedicated space under GA 400 from the GA400 Express Lanes Project. The project limits are from Old Holcomb Bridge Road to Liberty Square Park and then connecting to Big Creek Park. See Attachment for trail concept.

This project was awarded a Reconnecting Communities grant with the Federal Highway Administration (FHWA) in the amount of \$2,000,000.00 for design. The required match of \$500,000.00 is being paid by True North 400.

RFQ 25-268-T was issued to solicit Statements of Qualifications from qualified firms to provide professional planning and engineering services to the City of Roswell Transportation Department. A total of eight (8) responses were received.

Evaluation of the proposals was conducted by an evaluation committee composed of representatives from the Transportation, Finance, and Recreation and Parks departments along with representatives from True North 400. Based on the assessment of proposals using a Qualifications Based Selection (QBS) process, the evaluation committee recommends selecting Kimley Horn for this project.

The conceptual work included in task order # 1 includes the following: database preparation, MS4 and hydraulic analysis, concept report, environmental studies, and public engagement. Staff recommends approving this contract to begin concept work on this project.

Committee or Staff Recommendation:

On March 10, 2026 the Community Development and Transportation Committee recommended placing this Item on the March 23, 2026 Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$3,000,000.00 is available in Federal Grant Fund, Org 22162000 and Project 68019.

Agenda Item (ID # 10326)**Recommended Motion:**

Motion to approve awarding the Big Creek Trail design contract to Kimley Horn and execute Task Order #1 in the amount of \$1,098,630.00 with a total budget authorization of \$1,198,630.00.

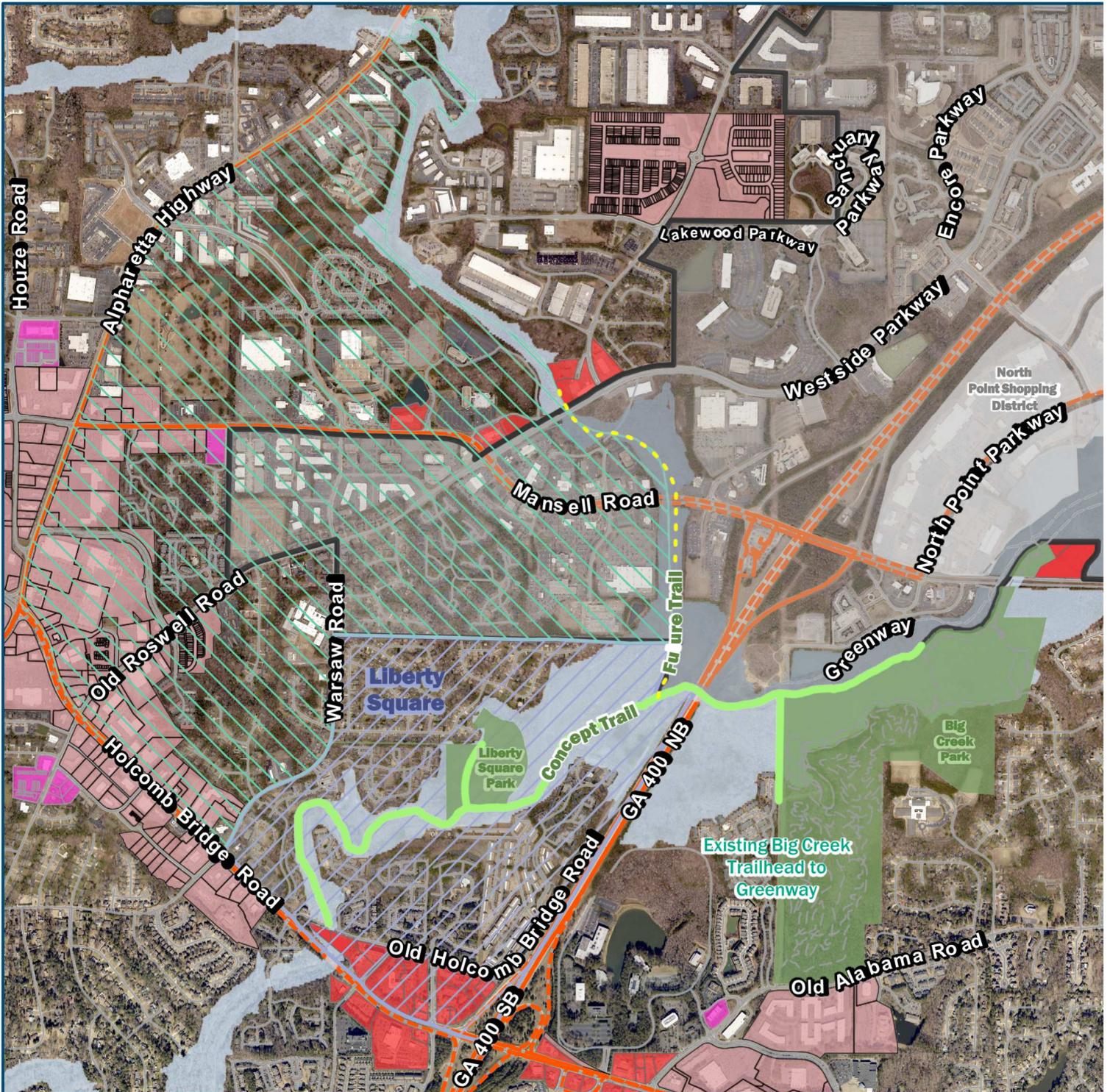
Presented by:

Andy Phlegar, P.E., Director of Transportation

Big Creek Trail Concept

1.3.a

Roswell
georgia



Attachment: Big Creek Trail Concept Map (Big Creek Trail Design)

Legend

- Proposed Trail
- - - Future Trail
- Census Tract 114.20 - USDOT Historically Disadvantaged Community
- Census Tract 114.21

Zoning

- NK - Neighborhood Mixed Use
- CX - Commercial Mixed Use
- CC - Commercial Corridor
- Existing Trails
- Outside of Roswell
- North Point Shopping District
- MARTA Bus Route
- FEMA Flood Zone
- Roswell Parks

1 inch = 1,750 feet

1:21,000

0 875 1,750 Feet

Created By: Palmer Rogers Created Date: 10/6/2022 Updated Date: 10/6/2022

Document Path: \\Palmer\GIS\Big Creek Grant Project\Big Creek Grant Project.mxd

Sources: City of Roswell GIS (2021); Esri (2021);

The City of Roswell attempts to create, use, and maintain accurate spatial data. However, the City of Roswell does not warrant the accuracy or currency of the data contained herein. All data is provided "as is," with all faults, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.





City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10368

MEETING DATE: March 23, 2026

DEPARTMENT: Recreation and Parks

ITEM TYPE: Approval

Recommendation to convert the six pickleball courts at Crabapple Center into two tennis courts.

Item Summary:

In October 2025, the Mayor & Council approved replacing two tennis courts at the Crabapple Center with 6 pickleball courts. Construction began on the courts in mid-December 2025 with an expected completion in March of 2026.

During the construction phase, several community members raised concerns about the pickleball courts being located near their homes. The City of Roswell hosted a listening session on Wednesday, March 11, 2026, to allow residents to voice their support or concerns for the new pickleball courts at Crabapple Center. Noise impacts were the number one concern, followed by quality of life and property values. Additional comments expressed the need for more pickleball courts in the City of Roswell to meet the growing demand for this sport.

Committee or Staff Recommendation:

Staff recommends that the city convert the 6 pickleball courts back to 2 tennis courts.

Financial Impact:

Cost of restriping and tennis court netting - \$17,900.00.

Recommended Motion:

Presented by:

Steven Malone, Director of Recreation, Parks, Historic & Cultural Affairs



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10333

MEETING DATE: March 23, 2026

DEPARTMENT: Police

ITEM TYPE: Agreement

Approval to enter into a new agreement with BRINC and Motorola Solutions for a Trial Drone as First Responder (DFR) initiative take off program.

Item Summary:

The Take Off Program represents a strategic evolution in Roswell's public safety infrastructure, powered by the industry-leading alliance between BRINC and Motorola Solutions wherein drones can be triggered instantly for a 911 call or when a field responder activates the emergency button on their Motorola APX NEXT radio, acting as a force multiplier.

The program includes a full year of service at no cost and will lead the region in innovation without immediate capital expenditure. This trial can be cancelled anytime during the first year with 30 days' notice without penalty and prior to any annual contract renewal if the program is not funded.

Committee or Staff Recommendation:

On March 10, 2026 the Committees of Council recommended placing this Item on the March 23, 2026 Mayor and Council Agenda.

Financial Impact:

Year 1: 3 Responder DFR Sites + 1 LEMUR 2 Unit - \$0.00

Years 2-6: Annual Subscription (Maintenance & Hardware) - \$249,996.00 / per year

Total Cost: 6-Year Program Commitment - \$1,249,980.00

Recommended Motion:

Motion to approve entering into a new agreement with BRINC and Motorola Solutions for a Trial Drone as First Responder (DFR) initiative Take Off Program.

Presented by:

Chief of Police James W. Conroy



ROSWELL POLICE DEPT, CITY OF

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)



02/18/2026

ROSWELL POLICE DEPT, CITY OF
38 HILL ST #130
ROSWELL, GA 30075

Dear Director John Potrzebowski,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solution to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires on April 1, 2026. You may accept this offer by executing and returning the attached Products Agreement.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely

Jim Nelson
MSSSI Vice President | SaaS Solutions
Motorola Solutions, Inc.

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)



Billing Address:
 ROSWELL POLICE DEPT, CITY OF
 38 HILL ST #130
 ROSWELL, GA 30075
 US

Shipping Address:
 ROSWELL POLICE DEPT, CITY OF
 ATLANTA COMMUNICATIONS
 1510 HUBER ST
 ATLANTA, GA 30318
 US

Quote Date:02/18/2026
 Expiration Date:04/01/2026
 Quote Created By:
 David Redus Sr. Manager
 David.Redus@motorolasolutions.com
 727-456-8840

End Customer:
 ROSWELL POLICE DEPT, CITY OF
 Director John Potrzebowski
 potrzebowski@roswellgov.com
 404-539-5054
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site) Takeoff	3	6 Years	\$0.00	\$0.00
Year 1 Subscription	BRINC	LEMUR 2 Safeguard Takeoff	1	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff				\$249,996
Year 3 Subscription		3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff				\$249,996
Year 4 Subscription		3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff				\$249,996
Year 5 Subscription		3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff				\$249,996
Year 6 Subscription		3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff				\$249,996
	Grand Total					\$1,249,980

Notes:
 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).
 Any tax the customer is subject to will be added to invoices.
 Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:
 Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
 Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year. Paid Period will continue until the end of the six-year term or unless terminated by either party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services, or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)



PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Roswell Police Department Address: 39 Hill Street, Roswell, GA 30075 Contact: John Potrzebowski 911 Director

II. Transaction Details

(a)	Proposal	Proposal No. 3416257 _____ Date: 02/18/2026 _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “Proposal”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“MCA”), including all applicable addenda, located at Motorola Solutions Customer Agreement , and the enclosed TAKEOFF Addendum are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

<p>CUSTOMER:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>MOTOROLA SOLUTIONS INC.</p> <p>By: _____</p> <p>Print Name: Jim Nelson _____</p> <p>Title: MSSSI Vice President, SaaS Solutions _____</p> <p>Date: 02/18/2026 _____</p>
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Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Drone as First Responder

How It Works

01

Call for service received.



03

Drone provides live video feed with the capability for two-way communication.



Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

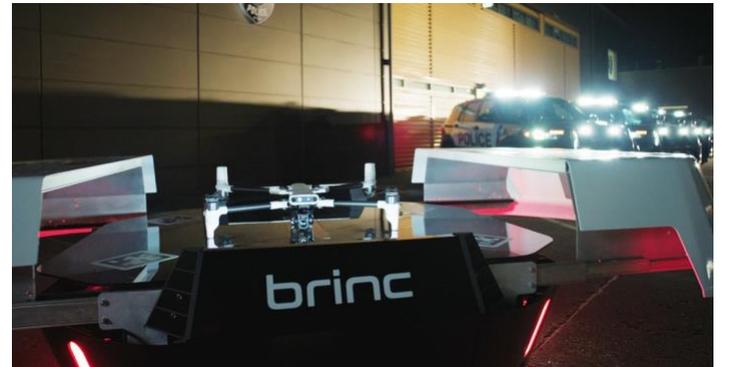
02

Drone automatically responds.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads

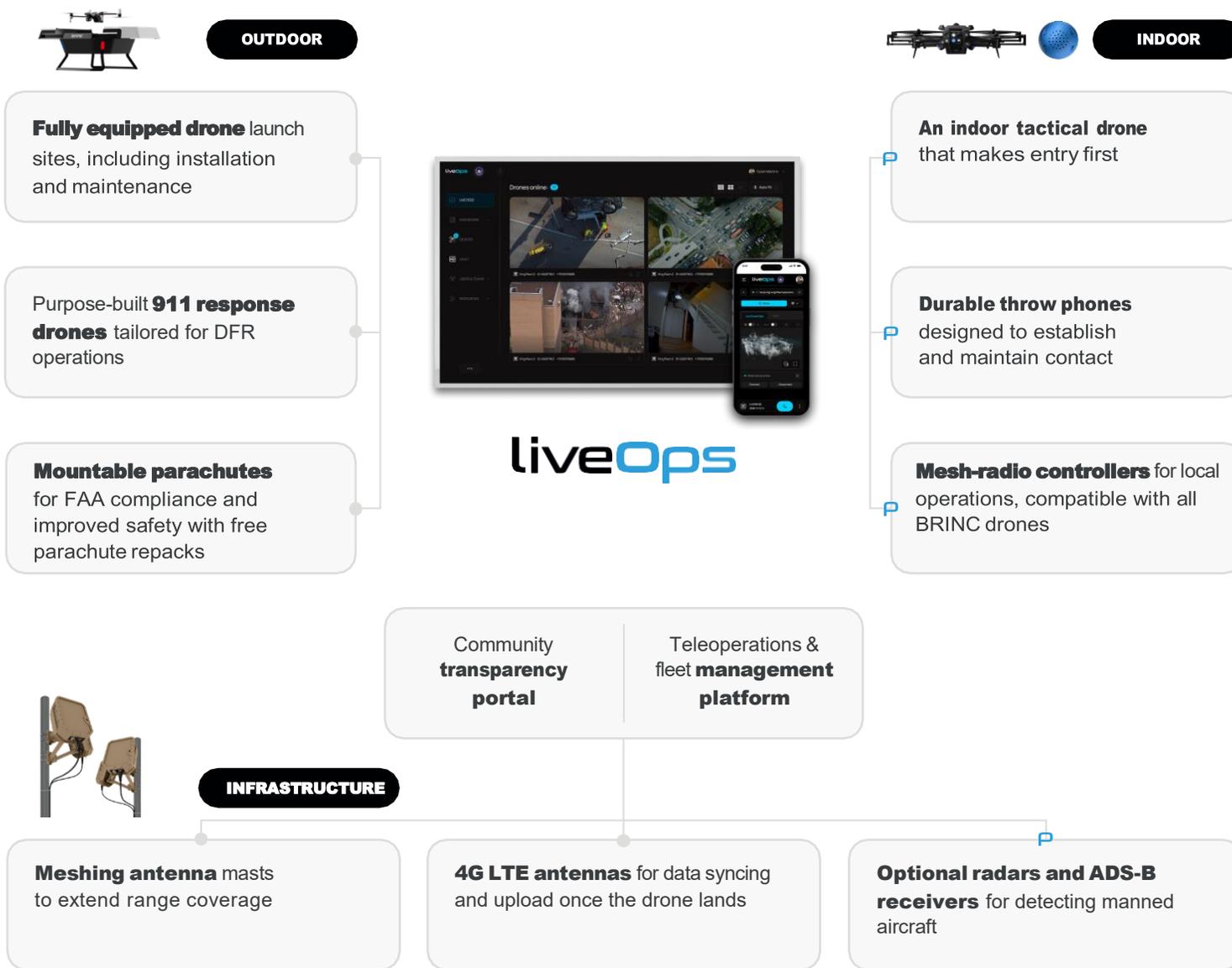


Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



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Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time

Large Vehicle Mountable

Starlink / Solar Compatible

Standard Power Input

Weather Resistant

Charge 10 to 90% in 25 Minutes

Corrosion Resistant

Integrated HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Services

DFR Safeguard Program

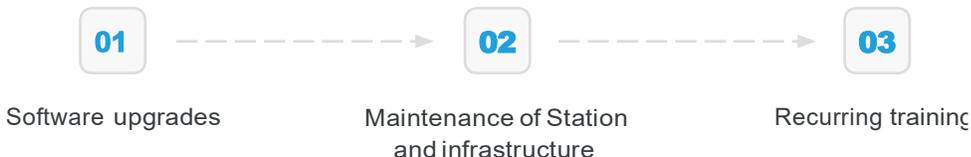
UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

<p>Day 1</p> <p>Site setup</p> <ul style="list-style-type: none"> • Responder delivery • Station installation • Infrastructure setup • BVLOS Waiver submission • Training 	<p>Year 3</p> <p>Upgrade</p> <ul style="list-style-type: none"> • Responder upgrade • Training 	<p>Year 5</p> <p>Upgrade</p> <ul style="list-style-type: none"> • Responder upgrade • Training
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Regular Upgrades



MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



Swaps	Data	Accessories & Training
 <p>Battery swap due to age or performance</p>	 <p>Unlimited cellular data for your systems</p>	 <p>Unlimited payload mounts to deploy medical aid</p>
 <p>Prop swap due to age or performance</p>	 <p>Unlimited storage on LiveOps</p>	 <p>On-demand training</p>

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

- (j) Out of Scope (unless separately contracted):
- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
 - (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
 - (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
 - (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

- (a) Program Governance
 - (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.
- (b) Regulatory Compliance
 - (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
 - (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.
- (c) Technical Readiness
 - (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.
- (d) Deployment Requirements & Site Prep
 - (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.
- (e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. **Disclaimers.** Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.
3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year. Customer would not incur any costs under this SOW upon termination in the first year of the subscription.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises at no cost to the Customer, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

- 3.4. **Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. **Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. **Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. **Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. **Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. **Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. **Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. **Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment, Invoicing, Delivery and Risk of Loss**
- 5.1.** The Contract Price of **\$1,249,980.00**, excluding taxes, is fully committed and identified, including subsequent years of any contracted Services. The Customer will pay all invoices as received from all Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
 Customer Accounts Payable Email: _____
 Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.
- 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**
- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
8. **Indemnification.**
- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.
- 9. Limitation of Liability.**
- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: City of Roswell, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment, Invoicing, Delivery and Risk of Loss**
- 5.1.** The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
 Customer Accounts Payable Email: _____
 Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.
- 9. Limitation of Liability.**
- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 0326 US-Motorola-Solutions-Customer-Agreement (Police DFR Agreement)



Attachment: ROSwellpd(safeguard) (Police DFR Agreement)

ROSWELL POLICE DEPT, CITY OF

12/05/20



12/05/2025

ROSWELL POLICE DEPT, CITY OF
38 HILL ST #130
ROSWELL, GA 30075

Dear Director John Potrzebowski,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solution to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely

Jim Nelson
MSSSI Vice President | SaaS Solutions
Motorola Solutions, Inc.

Attachment: ROSwellpd(safeguard) (Police DFR Agreement)

Drone as First Responder

How It Works

01

Call for service received.



03

Drone provides live video feed with the capability for two-way communication.



Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

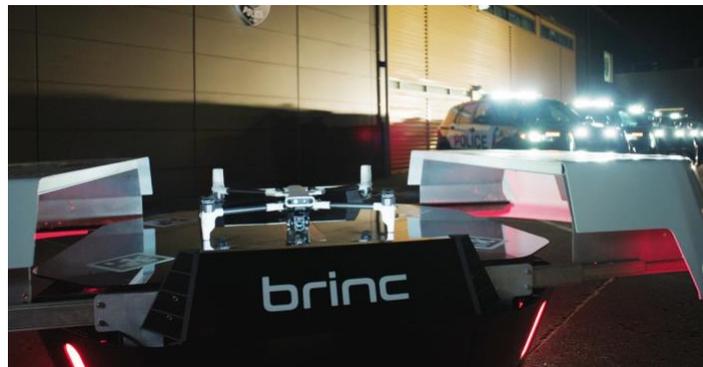
02

Drone automatically responds.



04

Drone autonomously returns to Station and lands.



Attachment: ROswellpd(safeguard) (Police DFR Agreement)

Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

Attachment: ROswellpd(safeguard) (Police DFR Agreement)

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



OUTDOOR

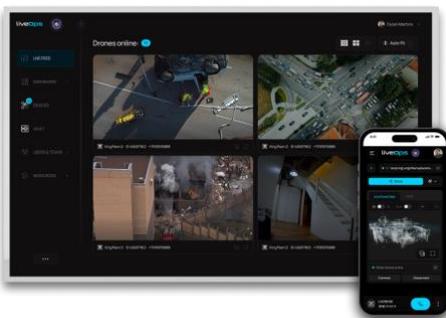


INDOOR

Fully equipped drone launch sites, including installation and maintenance

Purpose-built **911 response drones** tailored for DFR operations

Mountable parachutes for FAA compliance and improved safety with free parachute repacks



liveOps

An indoor tactical drone that makes entry first

Durable throw phones designed to establish and maintain contact

Mesh-radio controllers for local operations, compatible with all BRINC drones

Community **transparency portal**

Teleoperations & fleet **management platform**



INFRASTRUCTURE

Meshing antenna masts to extend range coverage

4G LTE antennas for data syncing and upload once the drone lands

Optional radars and ADS-B receivers for detecting manned aircraft

Attachment: ROswellpd(safeguard) (Police DFR Agreement)

Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time

Large Vehicle Mountable

Starlink / Solar Compatible

Standard Power Input

Weather Resistant

Charge 10 to 90% in 25 Minutes

Corrosion Resistant

Integrated HVAC

Attachment: ROswellpd(safeguard) (Police DFR Agreement)

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Attachment: ROswellpd(safeguard) (Police DFR Agreement)

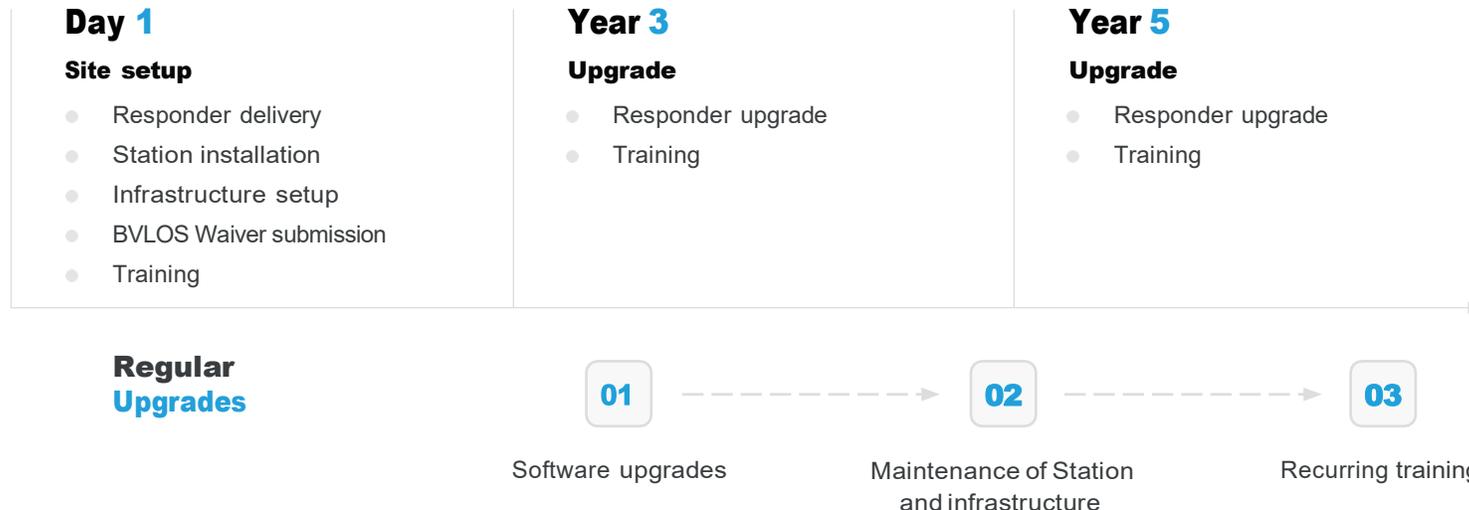
Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy



Attachment: ROswellpd(safeguard) (Police DFR Agreement)

MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



Swaps	Data	Accessories & Training
 Battery swap due to age or performance	 Unlimited cellular data for your systems	 Unlimited payload mounts to deploy medical aid
 Prop swap due to age or performance	 Unlimited storage on LiveOps	 On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

- (j) Out of Scope (unless separately contracted):
 - (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
 - (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
 - (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
 - (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

- (a) Program Governance
 - (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.
- (b) Regulatory Compliance
 - (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
 - (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.
- (c) Technical Readiness
 - (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.
- (d) Deployment Requirements & Site Prep
 - (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.
- (e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781

BRINC DFR Takeoff Program: 1 Year Free Evaluation of DFR for Public Safety Agencies

Offer Overview

Motorola Solutions and BRINC are offering a **1-year no-cost Drone as First Responder (DFR) evaluation program** to public safety agencies as part of a joint strategic initiative. This offer enables agencies to deploy and evaluate the end-to-end Motorola + BRINC DFR solution in a real-world operational environment—at no cost for Year 1—under the terms below.

Program Terms & Conditions

1. Term Structure

- **Initial Term:** Year 1 (no cost) Includes right to exercise termination for convenience at any point within the first year.
- **Year 2 - 6:** Paid period of performance begins and will be based on a jointly developed quotation and solution design.

2. Exclusivity Requirement

During the free year, the agency agrees to:

- Operate BRINC as the **exclusive DFR provider**
- Refrain from deploying or purchasing any **competing autonomous docked drone platforms** during the pilot term

3. Deliverables

Motorola + BRINC Will Provide:

- Full deployment support for a live DFR program: includes BRINC Station Recharging Nest Hardware, BRINC Responder Drone Hardware, and all required accessories
- FAA Certificate of Waiver (if required)
- Includes shipping and full scope implementation (all costs inclusive)
- Access to BRINC LiveOps Teleoperation Software
 - Includes unlimited cellular data plans for drones and mission data storage in LiveOps
- Integration with Motorola Systems
 - Integrations will be dependent on availability, existing systems, and version compatibility
- Training, onboarding, and ongoing support during the pilot

Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781

The Agency Will Provide:

- Point-of-contact and internal executive sponsor
- Operational staffing support for DFR use cases (e.g., pilots)
- Location for drone stations that includes power and internet connectivity
- Internet-ready computers, monitors, and keyboards for operation of DFR system (existing infrastructure should be acceptable in most cases)
- Internal documentation and feedback to help refine the program
- Optional public reference or participation in a case study

Procurement & Contracting

- **Years 1–6** may be executed under an agreement against any of the various contractual options outlined below.
 - Motorola contract vehicles
 - Cooperative purchasing agreements (e.g., State Contract, Sourcewell, BuyBoard, etc.)
 - Local/state procurement methods as needed

Pricing & Quotation

- Final pricing will be determined based on the go-forward Solution Design:

Program Timeline

Milestone	Timing
Program Start	TBD
Free Year Duration	12 months
DFR Continuation Proposal	With Program Documentation

Strategic Benefits for Agencies

- Risk-free introduction to autonomous drone response
- Seamless integration across Motorola's public safety tech stack
- Opportunity to shape product direction and provide agency-driven feedback
- Ability to lock in multi-year pricing and preferred roadmap features



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10343

MEETING DATE: March 23, 2026

DEPARTMENT: Transportation

ITEM TYPE: Contract

Approval to award the 2026 Citywide Resurfacing Contract to Baldwin Paving Company, Inc for \$5,241,853.23 with an amount not to exceed \$6,044,408.00.

Item Summary:

The 2026 Citywide Resurfacing contract was advertised (ITB 26-324-L) on February 10, 2026 with responses due at 4:00pm on March 10, 2026. Nine (9) submissions were received. The Transportation Department assessed and evaluated the responsiveness/responsibility of each submittal in accordance with the ITB and determined that Baldwin Paving Company, Inc. provided the most responsive, responsible proposal providing proof of the experience and expertise of a project of this magnitude.

Committee or Staff Recommendation:

On March 10, 2026 the Community Development and Transportation Committee recommended placing this Item on the March 23, 2026 Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$6,044,408 is available from the following accounts:

- Capital Projects Fund in Org-35042200 and Project-90001 up to \$3,170,972
- LMIG State Funds in Org-33542200 and Project-91033 up to \$1,136,436
- Park Paving from within Bond Funding in Org-31862000 and Projects 67101, 67102, & 67118 up to \$1,687,000
- Transfer Station Paving in Org-54045100 and Project-81022 up to \$50,000

Recommended Motion:

Motion to approve awarding the 2026 Citywide Resurfacing Contract to Baldwin Paving Company, Inc for \$5,241,853.23 with an amount not to exceed \$6,044,408.00.

Presented by:

Andy Phlegar, P.E., Director of Transportation



To: Andy Phlegar, Transportation Director

From: Lisa Mehalko, Procurement Analyst II

Subject: ITB 26-324-L **2026 CITY OF ROSWELL ROAD RESURFACING**

Date: March 16, 2026

Background

On February 10, 2026, the Purchasing Office was authorized to post the subject solicitation for ITB 26-324-L **2026 CITY OF ROSWELL ROAD RESURFACING**. In accordance with City policy, a notice was advertised on the City of Roswell/Bonfire website. Posting on the City of Roswell website resulted in 673 vendors being sent notification. Nine (9) submissions were received in response to the Invitation to Bid.

Receipt of Proposals and Evaluation

On March 10, 2026, nine (9) submittals were received in response to the subject solicitation. The names of the companies that submitted packages were read aloud via a Teams™ webinar. A summary of the results of the evaluation is as follows:

VENDOR	Submittal Time	COST
Allied Paving	Mar 10th 2026, 10:47 AM EDT	\$6,142,021.73
Baldwin Paving Company, Inc.	Mar 10th 2026, 2:22 PM EDT	\$5,241,853.23
BARTOW PAVING COMPANY, INC.	Mar 10th 2026, 9:05 AM EDT	\$6,267,427.88
Blount Construction Company Inc.	Mar 10th 2026, 3:32 PM EDT	\$5,969,247.54
C.W. Matthews Contracting Co., Inc.	Mar 10th 2026, 9:23 AM EDT	\$7,062,376.17
EAST COAST GRADING, INC	Mar 10th 2026, 1:10 PM EDT	\$5,535,536.53
Georgia Paving, A Sunland Company	Mar 10th 2026, 2:07 PM EDT	\$6,496,469.48
MHB Paving	Mar 10th 2026, 3:11 PM EDT	\$6,613,582.88
Summit Construction and Development	Mar 10th 2026, 4:02 PM EDT*	\$5,745,949.61

Attachment: Procurement Memorandum (2026 Citywide Resurfacing Contract)

The Transportation Department assessed and evaluated the responsiveness/responsibility of each of the nine (9) submittals in accordance with the ITB. They determined that it is in the best of the City of Roswell to contract with **Baldwin Paving Company, Inc.** who provide the most responsive, responsible proposal providing proof of the experience and expertise of a project of this magnitude.

Evaluation Committee Award Recommendation

Therefore, based on the evaluation, the committee recommends that Mayor/City Council award City of Roswell **2026 CITY OF ROSWELL ROAD RESURFACING** Project to **Baldwin Paving Company, Inc.** and that the City Council authorize the Mayor or the City Administrator or their designee to execute an agreement for the total price of **\$5,241,853.23.**



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10344

MEETING DATE: March 23, 2026

DEPARTMENT: Transportation

ITEM TYPE: Contract amendment

Approval of a contract amendment for Winter Construction for the completion of the Green Street Mobility project in the amount of \$3,110,452.29 with a budget authorization of \$3,450,000.00.

Item Summary:

The Green Street Mobility project will convert Green Street from 2-way traffic operations to a one-way southbound traffic operation. The project will also construct an 8-ft to 10-ft multi-use trail along Green Street from SR 9 to Cherry Way. Plum Tree Street will be converted from vehicular traffic to a pedestrian path, and aerial utilities will be placed underground.

In order to expedite the construction of the Green St Mobility project, staff has coordinated with the contractor of the City's new parking deck, Winter Construction, to provide an estimate to complete the work of the Green St Mobility project.

Committee or Staff Recommendation:

On March 10, 2026 the Committees of Council recommended placing this Item on the March 23, 2026 Mayor and Council Agenda.

Financial Impact:

Funding in the amount is available from the following accounts:
 Capital Fund Org - 23042200 and Project 92003 up to \$1,062,506
 TSPLOST 2 Fund Org - 33742200 and Project 92003 up to \$2,566,765
 GDOT LRA Fund Org - 33542200 and Project 91032 up to \$1,244,918

Recommended Motion:

Motion to approve a contract amendment for Winter Construction for the completion of the Green Street Mobility project in the amount of \$3,110,452.29 with a budget authorization of \$3,450,000.00.

Presented by:

Andy Phlegar, P.E., Director of Transportation



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10244

MEETING DATE: March 23, 2026

DEPARTMENT: Community Development

ITEM TYPE: UDC Text Amendment

Approval of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms. (Second Reading)

Item Summary:

This is the Second Reading of a text amendment to the Unified Development Code (UDC) regarding Section 14.2. - Defined Terms.

The addition of language in the text amendment is proposed to add definitions for "Computer or Data Processing" and "Data and Digital Storage Center" to the UDC.

Committee or Staff Recommendation:

On March 9, 2026, Mayor and Council approved the First Reading of this ordinance.

On February 17, 2026, the Planning Commission recommended approval with changes of this text amendment.

On January 13, 2026, the Committees of Council moved to initiate and move to the March 9, 2026 Mayor and Council agenda.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the Second Reading of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms as recommended by the Planning Commission.

Presented by:

Jeannie Peyton, Planning and Zoning Director

STATE OF GEORGIA
CITY OF ROSWELL

First Reading: March 9, 2026
Second Reading: March 23, 2026

**ORDINANCE TO AMEND CHAPTER 14 OF THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF ROSWELL REGARDING DEFINED TERMS**

WHEREAS, State law provides that the governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property and affairs; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the public health, safety and welfare that s; and

WHEREAS, the Mayor and Council wish to amend the Unified Development Code to provide for such uses and regulations:

NOW, THEREFORE, the Mayor and Council of the City of Roswell, pursuant to their authority, do hereby adopt the following amendment:

1.

Chapter 14, Definitions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 14.2, Defined Terms which shall read as follows:

Sec. 14.2. - Defined Terms

Computer or Data Processing. Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to cryptocurrency mining, data mining, cloud computing and storage, and artificial intelligence.

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

2.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

3.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Saviano Long, City Clerk

SEAL



To: Mayor and Council
From: Jeannie Peyton, Planning & Zoning Director
Date: February 26, 2026
Subject: Proposed Text Amendment to UDC 14.2 – Defined Terms

Enclosed please find the proposed amendment to the Unified Development Code, UDC, for ARTICLE 14. – DEFINITIONS, Sec. 14.2. – Defined Terms

On January 12, 2026, Mayor and City Council approved a Temporary Emergency Moratorium on the Establishment of New Data Centers in the City of Roswell.

This moratorium is issued for 90 days from the date of approval. During these 90 days, Staff is tasked with developing Use regulations for Data Centers. The pending text amendments related to the Use regulations will be brought before the Planning Commission for recommendation to Mayor and Council at a later time.

Currently, Staff is bringing a text amendment forward, for Planning Commission consideration and Mayor and Council approval, that serves to clarify current uses in the UDC that are related to Data Center Uses. The item for consideration is the addition of defined terms for Computer or Data Processing and for Data and Digital Storage Centers.

On February 17, 2026, Planning Commission considered the item and recommended an alternative definition for Computer or Data Processing and to discard the proposed definition for Data and Digital Storage Centers. They recommended that a definition for Data and Digital Storage Centers should be developed and proposed at the time that any Use regulations for Data Centers are brought forward. They suggested that, in the interim, the moratorium and the description of data center in Section 2 of the resolution (2026-01-01) may serve to define Data and Digital Storage Centers and that they would not recommend adding a defined term for a Use that is not currently in Article 9 - Use Provisions of the UDC.

Staff recommends approval of the proposed text amendment as recommended by the Planning Commission.

Please reference the attached item for UDC ARTICLE 14. – DEFINITIONS, Sec. 14.2. – Defined Terms, the addition of *Computer or Data Processing* and for *Data and Digital Storage Centers*.

STATE OF GEORGIA

First Reading:
Second Reading:

CITY OF ROSWELL

**ORDINANCE TO AMEND CHAPTER 14 OF THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF ROSWELL REGARDING DEFINED TERMS**

WHEREAS, State law provides that the governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property and affairs; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the public health, safety and welfare that s; and

WHEREAS, the Mayor and Council wish to amend the Unified Development Code to provide for such uses and regulations:

NOW, THEREFORE, the Mayor and Council of the City of Roswell, pursuant to their authority, do hereby adopt the following amendment:

1.

Chapter 14, Definitions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 14.2, Defined Terms which shall read as follows: **(additions, to be alphabetically inserted, shown in red)** (PC recommendations, shown in blue)

Sec. 14.2. - Defined Terms

~~**Computer or Data Processing. Office Commercial Use. Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation.**~~ Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to crypto-currency mining, data mining, cloud computing and storage, and artificial intelligence.

~~**Data and Digital Storage Center. Light Industrial Use. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or**~~

~~data equipment or systems which primarily engages in digital data operations, including but not limited to the storage, management, and/or transmission of digital data, and housing computer equipment, network equipment, systems, servers, appliances and other associated components related to such digital data operations.~~

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

2.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

3.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Long, City Clerk

SEAL

Attachment: Staff memo MCC_TA UDC 14.2 packet (Text Amendment to the UDC, Section 14.2 (2nd Reading))



Planning Commission

Regular Meeting
<http://www.roswellgov.com/>
 ~Minutes~

Chair Kitty Singleton
Vice Chair Eric Schumacher
Commissioner Jason Frazier
Commissioner Pooja Gardner
Commissioner Robert Mayer
Commissioner Gurtej Narang
Commissioner Carol Williams

Tuesday, February 17, 2026

7:00 PM

City Hall - Council Chambers

**** Possible Quorum of Mayor and City Council ****

Welcome

I. Call to Order

The meeting was called to order at 7:00 PM by Chair Kitty Singleton.

Chair Kitty Singleton: Present, Vice Chair Eric Schumacher: Present, Commissioner Jason Frazier: Present, Commissioner Pooja Gardner: Absent, Commissioner Robert Mayer: Present, Commissioner Gurtej Narang: Absent, Commissioner Carol Williams: Present, Planner III Angela Rambeau: Present, Planning and Zoning Director Jeannie Peyton: Present, Director of Community Development Michelle Alexander: Present, Engineering Manager Osmany Ordóñez: Present, Engineering Plan Reviewer Sam Wood: Present, Assistant City Attorney Joe Cusack, present

II. Agenda Items

1. Consideration of ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance

Approved per Staff Conditions which are as follows:

- 1. The land disturbance permit (LDP) may include minor modifications to the site plan to meet Transportation conditions of approval; and*
- 2. Meet all other conditions of approval by Building, Stormwater, Engineering, Fire, Tree and Planning and Zoning.*

In addition to Staff Conditions, the Planning Commission submitted a list of recommendations to be included.

RESULT:	APPROVED WITH CONDITIONS [4 TO 1]
MOVER:	Robert Mayer, Commissioner
SECONDER:	Jason Frazier, Commissioner
IN FAVOR:	Kitty Singleton, Jason Frazier, Robert Mayer, Carol Williams
OPPOSED:	Eric Schumacher
ABSENT:	Pooja Gardner, Gurtej Narang

III. Text Amendments

2. Consideration of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms (Initiation)

Approved per changes to the definition as shown below:

Computer or Data Processing

Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to crypto-currency mining, data mining, cloud computing and storage, and artificial intelligence.

RESULT:	APPROVED WITH CHANGE [UNANIMOUS]
MOVER:	Robert Mayer, Commissioner
SECONDER:	Jason Frazier, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

3. Consideration of a Text Amendment to the Unified Development Code, Article 9, Use Provisions, Section 9.6.6., Warehouse and Distribution (Initiation)

This item was administratively withdrawn at this time.

RESULT:	MOTION TO WITHDRAW [UNANIMOUS]
MOVER:	Kitty Singleton, Chair
SECONDER:	Robert Mayer, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

IV. 2026 Elections – Chair & Vice Chair

Commissioner Williams moved to re-elect Chair Singleton and Vice Chair Schumacher for 2026, seconded by Commissioner Mayer, passing unanimously.

V. 2026 Calendar

Chair Singleton moved to approve the 2026 Planning Commission meeting calendar with no meeting in December, seconded by Commissioner Williams, passing unanimously.

VI. Minutes

1. November 18, 2025 PC Meeting Minutes

RESULT:	APPROVED [4 TO 0]
MOVER:	Kitty Singleton, Chair
SECONDER:	Carol Williams, Commissioner
IN FAVOR:	Kitty Singleton, Eric Schumacher, Jason Frazier, Carol Williams
ABSTAIN:	Robert Mayer
ABSENT:	Pooja Gardner, Gurtej Narang

2. December 5, 2025 PC Special Called Meeting Minutes

RESULT:	DEFERRED [UNANIMOUS]
MOVER:	Carol Williams, Commissioner
SECONDER:	Kitty Singleton, Chair
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

VII. Adjournment

There being no further comments or discussion, the meeting was adjourned at 10:08 PM.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10037

MEETING DATE: March 23, 2026

DEPARTMENT: Administration

ITEM TYPE: Ordinance

Approval of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. (Second Reading)

Item Summary:

This is the Second Reading of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

Committee or Staff Recommendation:

On February 24, 2026, the Committees of Council recommended placing this Item on the March 9, 2026 Mayor and Council Agenda.

On March 9, 2026, Mayor and Council approved the First Reading of this ordinance.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the Second Reading of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

Presented by:

Joseph Cusack, Assistant City Attorney

STATE OF GEORGIA
FULTON COUNTY

First Reading:
Second Reading:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ROSWELL, GEORGIA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 2.5 CODE OF ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority of the City Roswell, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Roswell, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE, the Council of the City of Roswell, Georgia hereby ordains that the Code of the City of Ordinances of the City of Roswell, Georgia Chapter 2 Administration Article 2.5 Code of Ethics, is repealed in its entirety and replaced to read as follows:

CODE OF ETHICS

1. **Definitions.**
 - (a) Appointee shall be any person appointed to a City board, committee or commission by the City Council or Mayor.
 - (b) Mayor and City Councilmember shall be any person who is the current Mayor and a current member of the City Council.
 - (c) City staff shall be any person who is a full-time or part-time employee of the City, as well as any full-time or part-time employee of any independent contractor contracted to perform specific duties for, and on behalf of, the City.
 - (d) Family member means the spouse, mother, father, brother, sister, son or daughter of the Mayor or a City Councilmember or an appointee or the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the Mayor or City Councilmember or an appointee.
 - (e) Financial interest means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten percent or more.

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- (f) Government or City shall be construed to mean the City of Roswell, Georgia government.
- (g) Member shall include the Mayor and City Councilmembers and Appointees.
- (h) Substantial interest means the following: (i) funds received by the Member from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less; or (ii) the Member is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

2. Prohibitions

All Members shall meet the following standards:

(a) Compliance with the law

Members shall comply with all laws of the United States, the State of Georgia, and the City in the performance of their public duties. These laws include but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, elections, campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and written policies.

(b) Policy role of Members

Members shall respect and adhere to the structure of government of the City as outlined in the City's Charter and policies and procedures. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, committees, commissions, and City staff. Members shall not direct the activities of City staff, interfere with the day-to-day administrative functions of the City or the professional duties of the City staff, nor impair the ability of City staff to implement City Council policy decisions.

(c) Acceptance of gifts, benefits or remuneration

(i) Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:

- (1) Has, or is seeking to obtain, contractual or other business or financial relationships with the City, unless: a Member's contractual relationship with such person, corporation, or group existed prior to the City's contractual relationship or prior to the Member's election or appointment to office; the Member, if in office at the time the contractual, business or financial relationship came before the City for consideration, disclosed such relationship or, if not in office at such time, has immediately disclosed the relationship to the City after being elected or appointed to office and becoming aware of the City's relationship with such person, corporation or group; the Member abstained from discussion of the City's consideration of entering a contract with such person,

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corporation, or group or competing vendor; the Member abstained from voting on any matter related to the relationship between such person, corporation, or group or the subject contract or services; and the Member did not make personal use of any official non-public information, as prohibited by Section (k) hereof;

(2) In exchange for the thing of value, seeks to have a Member exercise a matter of discretion in his or her favor; or

(3) In exchange for the thing of value, seeks to have interests which may be affected by the performance or nonperformance of the official duty of the Member.

(ii) Members shall not directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, benefit or thing of value for him/herself or another person if:

(1) It could reasonably be considered to influence the Member in the future, and the Member is involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large; or

(2) It could reasonably be considered to influence, benefit or reward the Member, and the Member recently has been, or is now or within six (6) months in the future, involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large.

(iii) The above prohibitions shall not apply in the case of:

(1) Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than one hundred dollars (\$100.00) and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;

(2) Award publicly presented in recognition of public service;

(3) Transaction authorized by and performed in accordance with O.C.G.A. § 16- 10-6 as now or hereafter amended;

(4) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction; or

(5) Campaign contributions made and reported in accordance with Georgia laws.

(6) Any gift, loan, favor, promise or thing of value from a Family member.

(d) Conflict of Interest

(i) A Member may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the Member has a substantial interest.

(ii) A Member who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through

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the city.

(iii) Where the interest of a Member in the subject matter of a vote or decision is remote or incidental, the Member may participate in the vote or decision and need not disclose the interest.

(t) Use of Public Property

A Member shall not use City property of any kind for other than officially approved activities, nor shall he or she direct City staff to use such property for these purposes.

(g) Coercion by Members

A Member shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a Member has a financial interest.

(h) Voting in matters of personal interest

A Member shall not vote on an ordinance or amendment for a specific item in a City Council meeting that would directly affect his or her private business. Provided, however, that in the event of an ordinance of general application or a matter of City-wide application, or in the event such vote would be proper under the City Charter such Member shall disclose such interest and, following such disclosure, shall be allowed to vote on such matter and such vote shall not constitute a violation of these rules and shall not be the subject matter of an ethics complaint hereunder.

(i) Unauthorized use of City staff

A Member shall not use his or her superior position to unduly pressure or request or otherwise require a member of the City staff to:

- (i) Do clerical work on behalf of a family member, business, social, church or fraternal interests;
- (ii) Purchase goods and services to be used for personal, business or political purposes; and
- (iii) Work for him or her personally without offering him or her just compensation.

G) Restrictions on contracts with former Members

The City shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period a Member, unless the contract is awarded by a competitive bid or a committee selection process.

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(k) Improper Use of Official Non-Public Information

Members shall not directly or indirectly make use of, or permit others to make use of, official information, which at the time of its disclosure is not subject to being made available to the general public, for the purpose of furthering a private interest regardless of whether the private interest belongs to the Member or a third party.

(l) Unauthorized Attempts to Bind the City

Members shall not order any goods and services for the City without prior official authorization for such an expenditure, nor shall Members attempt to obligate the city nor give the impression of obligating the city without proper prior authorization to purchase or otherwise be liable for any goods, services or property.

(m) Improper Influence in City Judicial Matters

No Member shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Roswell nor shall any Member engage in ex parte communication with a municipal court judge of the City of Roswell on any matter pending before the Municipal Court of the City of Roswell.

(n) Retaliatory Action Against City Employees

No Member shall attempt to influence or take any adverse employment action against a City employee due to such City employee's provision of truthful information about such Member or any other Member, including any information that forms a part of a Complaint or Answer submitted under this Code of Ethics or which is provided pursuant to an investigation or hearing conducted in accordance with this Code of Ethics.

3. Receipt of Complaints

- (a) All verified complaints against Members shall be filed with the city clerk, provided, however, to discourage the filing of ethics complaints solely for political purposes, verified complaints will not be accepted against a person seeking election as a Member, whether currently serving as a Member or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing verified complaints will not run during this period and be tolled from the date of filing. Properly filed verified complaints will be accepted and processed after the election results have been certified.
- (b) No action may be taken on any complaint which is filed later than one (1) year after a violation of this Code of Ethics is alleged to have occurred, and a complaint alleging a violation must be filed within six (6) months from the date the complainant knew or should have known of the action alleged to be a violation; such limitation periods to be measured from the date of the last act occurring in furtherance of such violation. No proceedings under this article shall be instituted or

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prosecuted after the earlier of: (i) the expiration of the term of office of the person complained against; or (ii) the resignation, death, vacancy, disqualification or withdrawal from office of the person against whom a complaint is filed.

- (c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this Ordinance.
- (d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this Ordinance even if the allegations arise from the same factual basis. Each complaint shall state: (i) a separate count for each alleged violation; (ii) the specific section of state law, the City Charter, or this Ethics Ordinance alleged to be violated for each count; (iii) with specificity, the facts which are alleged to constitute the violation; and (iv) the documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.
- (e) All verified complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

{Form Contained on Following Page}

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"STATE OF GEORGIA
COUNTY OF FULTON
AFFIDAVIT

Personally appeared before the undersigned officer duly authorized to administer oaths. (Name of person filing complaint), who on oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this application may result in a prosecution against them for false swearing, a felony under O.C.G.A. 16-10-71.

(Signature of person filing complaint)

Sworn to and subscribed before me this __ day of ,20__ _

Notary Public"

- (f) Upon receipt of a complaint, the City Clerk will deliver a copy of the complaint to the City Administrator.

4. **Appointment of Hearing Officer, Service of Complaint, Burden of Proof**

(a) All complaints filed hereunder shall be heard before a Hearing Officer who: (i) shall be a competent attorney at law of good standing in his or her profession, (ii) shall have at least five (5) years' experience in the practice of law, and (iii) shall not maintain an office within a ten (10) mile radius of the City of Roswell, Georgia, measured from the nearest border of the city to their office, (iv) shall not reside in Roswell, Georgia, (v) shall not have a familial relationship with any member, and (vi) shall not have a business relationship with any member or have a contractual relationship with the city, excluding the City Attorney's Office. The City Clerk shall maintain a listing of no less than five (5) qualified attorneys to serve as a Hearing Officer pursuant to this section. Upon receipt of a properly verified complaint, the City Clerk shall draw names randomly from the listing of qualified Hearing Officers and appoint the first one who is available to serve in the matter. Once a Hearing Officer is appointed, no Member shall communicate with or otherwise contact the Hearing Officer, except as authorized herein, unless such Member is the complainant or the Member charged in the Complaint; however, no party to a Complaint shall engage in ex parte communications with the Hearing Officer.

(b) Original pleadings shall be filed with the City Clerk and the City Clerk shall cause the complaint to be served on the Member charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory

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overnight delivery.

(c) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this Ordinance shall be beyond a reasonable doubt.

5. **Hearing**

(a) The Member charged in the Complaint shall have fifteen (15) calendar days to file an answer to the complaint provided; however, the Member charged shall have no obligation to file an answer to any complaint.

(b) Upon the expiration of the fifteen (15) calendar day answer period, the Hearing Officer shall review the complaint and answer, if any, to determine: (i) whether the complaint is in conformity of the requirements of Section 3 above, (ii) whether upon consideration of the complaint and answer, the complaint is unjustified, frivolous, patently unfounded, or (iii) whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this Ordinance.

(c) If the complaint fails based upon the requirements of the foregoing subsection (b), the Complaint shall be dismissed stating the basis for said dismissal. If the dismissal is based upon the failure to comply with Sections 3(d) or 3(e), the Complaining party shall have fifteen (15) calendar days to refile the complaint correcting the defect. If the corrected complaint is not filed within said fifteen (15) calendar day period, the provisions of section 3(c) shall apply to the complaint. If the complaint otherwise fails, the provisions of section 3(c) shall apply to the complaint.

(d) Upon a determination that the complaint should not be dismissed pursuant to the foregoing subsection (c), the Hearing Officer shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the Hearing Officer may:

(i) First, seek such further information from the complainant or the Member charged through inquiry or written questions, provided, however the Member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this Ordinance in accordance with Section 5(b) above. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of Section 5(d)(ii) below shall apply; or

(ii) Conduct a hearing regarding the allegations set forth in the complaint. At any hearing, the Member who is the subject of inquiry shall have the right: (i) to representation by counsel at all stages of these proceedings, (ii) to written notice of the hearing at least ten (10) calendar days before the first hearing, (iii) to hear and examine the evidence and witnesses, (iv) to not testify, and (v) to submit evidence and call witnesses to

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First Reading:
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oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.

(e) All investigations under this section shall be completed within forty-five (45) calendar days of the answer period, whether an answer is timely filed or not. Should the investigation not be completed in said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. Within seven (7) calendar days of the completion of the investigation, the Hearing Officer shall:

- (i) dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council, or
- (ii) prepare a report of findings and recommendations to the Mayor and City Council. If a complaint is deemed to be frivolous by the Hearing Officer, the Hearing Officer shall recommend the Complainant be subject to reimburse the Respondent for any reasonable attorney's fees incurred with the defense of the complaint.
- (iii) Should the Hearing Officer determine to submit a report in the matter, the report shall consist of: (1) a written finding of facts; (2) a determination that the complaint establishes beyond a reasonable doubt that a violation has been committed, and if so, the specific violation and evidence supporting the same, and (3) a recommendation regarding the punishment for such violation.
- (iv) Any person violating any provision of this article is subject to:
 - (1) Public or private reprimand or censure by the city council
 - (2) Request for resignation by the city council
 - (3) Removal from office in accordance with all applicable state and local laws.
- (v) The Hearing Officer's written determination of findings and recommendations shall be delivered to the City Clerk who shall provide a copy to the City Administrator and the Mayor and Council and serve a copy on the complainant and Member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. Such findings shall not be final until approved by vote of the City Council, as provided in Section 6.

6. Report to Mayor and Council

(a) Upon receipt of findings and recommendations from the Hearing Officer, the Mayor and Council may:

- (i) by simple majority accept the Findings and Recommendations of the Hearing Officer.

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- (ii) by simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline.
 - (iii) by a supermajority consisting of a majority of those present forming a quorum, plus one, reject the findings and recommendations and either: (1) dismiss the complaint, or (2) conduct its own hearing in substantial accordance with Section 5 hereof. Upon the completion of such hearing, the Findings and Recommendations of the Mayor and Council shall be binding.
- (b) If the subject of the complaint is the Mayor or any City Councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section other than as set forth and allowable by the Member charged, nor shall such position be counted for the purposes of establishing a quorum.
- (c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the City Clerk shall serve the respondent with a copy of the certified minutes and Findings and Recommendations by personal service, certified mail (return receipt requested) or by Federal Express or other overnight delivery service.

7. **Right To Appeal**

- (a) Any Member or complainant adversely affected by the findings or recommendations of the City Council may obtain judicial review of such decision as provided in this Section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Fulton County within thirty (30) calendar days after the final action on a complaint pursuant to this Ordinance. The filing of such application shall act as supersedeas.

STATE OF GEORGIA
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First Reading:
Second Reading:

SO ORDAINED this _____ day of _____, 202_.

APPROVED,

Mary Robichaux, Mayor

ATTEST:

Nancy Long, City Clerk

SEAL:

APPROVED AS TO FORM:

David B. Davidson, City Attorney

-



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10365

MEETING DATE: March 23, 2026
DEPARTMENT: City Attorney's Report
ITEM TYPE: Appointment

Approval of the appointment of the Honorable Brian Hansford as Chief Municipal Court Judge of the Municipal Court of the City of Roswell in accordance with O.C.G.A. 36-32-2.

Item Summary:

Approval of the appointment of the Honorable Brian Hansford as Chief Municipal Court Judge of the Municipal Court of the City of Roswell in accordance with O.C.G.A. 36-32-2.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

Motion to approve the appointment of the Honorable Brian Hansford as Chief Municipal Court Judge of the Municipal Court of the City of Roswell in accordance with O.C.G.A. 36-32-2.

Presented by:

David Davidson, City Attorney



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10366

MEETING DATE: March 23, 2026

DEPARTMENT: City Attorney's Report

ITEM TYPE: Moratorium

Approval of a Resolution to extend the temporary emergency moratorium an additional 95 days on the establishment of new data centers in the City of Roswell.

Item Summary:

This is an extension to the temporary emergency moratorium on the establishment of new data centers in the City of Roswell in order to review the Unified Development Code (UDC for possible amendment or revision relating to data centers to consider and develop, as necessary, zoning and land use standards related to data centers, such as regulations to address the significant use of utilities and potential environmental issues.

A temporary 90-day moratorium was approved by Mayor and Council on January 12, 2026. This resolution extends the previous 90-day moratorium by an additional 95 days and shall continue through and include Friday, June 26, 2026 at 12:00pm.

Committee or Staff Recommendation:

Staff recommends approval of the extension of the temporary Moratorium for Data Center Uses.

Financial Impact:

N/A

Recommended Motion:

Motion to approve a resolution to extend the temporary emergency moratorium an additional 95 days on the establishment of new data centers in the City of Roswell in order to make amendments to the Unified Development Code.

Presented by:

David Davidson, City Attorney

STATE OF GEORGIA
FULTON COUNTY

March 23rd, 2026

**RESOLUTION EXTENDING A TEMPORARY EMERGENCY MORATORIUM
ON THE ESTABLISHMENT OF NEW DATA CENTERS IN THE CITY OF
ROSWELL, GEORGIA; AND FOR OTHER LAWFUL PURPOSES**

WHEREAS, in accordance with the powers laid out in its Charter, as amended, the City of Roswell is empowered to “adopt land use plans and exercise the power of zoning,” “exercise the police power for the public safety and well-being of the citizens of the City of Roswell,” and “define, regulate and prohibit any act, practice, conduct or use of property which is detrimental to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the City of Roswell”; and

WHEREAS, throughout the State of Georgia, there has been a significant increase in the planning, development, and construction of server centers, which are also commonly known as data centers; and

WHEREAS, the Mayor and City Council previously adopted a ninety (90) moratorium on new data centers in the City of Roswell in order to make amendments to the Roswell Unified Development Code; and

WHEREAS, the City of Roswell has issued a temporary moratorium to maintain the status quo while the Community Development Department of the City of Roswell considers and develops, as necessary, zoning and land use standards related to data centers for eventual recommendation to the Mayor and City Council of the City of Roswell; and

WHEREAS, the Community Development Department of the City of Roswell is continuing to refine definitions and work towards a recommendation to the Mayor and City Council of the City of Roswell for land use standards relating to data centers; and

WHEREAS, the Mayor and Council have determined it to be in the immediate interest of the citizens of Roswell and of immediate concern to the health, safety and welfare of the public to maintain the status quo until the City of Roswell can enact said amendments to the City of Roswell Unified Development Code related to data centers;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell that to accomplish the foregoing, the previous ninety (90) day temporary moratorium is extended by an additional (95) days and the temporary moratorium imposed herein shall continue through and including Friday, June 26, 2026 at 12:00pm post meridiem, although said moratorium may conclude earlier upon the occurrence of any of the following: (i) an affirmative act by a majority of a quorum of the Mayor and Council of the City of Roswell, terminating the temporary moratorium; or (ii) amendments to the Unified Development Code of the City of Roswell, addressing the data center issues that are described in the preamble of this ordinance, become effective in accordance with local and state law.

THE ABOVE RESOLUTION WAS READ AND APPROVED by the Mayor and Council of the City of Roswell, Georgia on the 23rd day of March, 2026.

Approved:

Mary Robichaux, Mayor

Attest:

Nancy Saviano Long, City Clerk

(SEAL)

Attachment: Resolution extending a temporary emergency moratorium on establishment of new data centers by additional 95 days__032326



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10362

MEETING DATE: March 23, 2026
DEPARTMENT: City Attorney's Report
ITEM TYPE: Closure

Recommendation to go into Closure at 5:30 PM on Monday, April 13, 2026 to discuss Personnel, Litigation and/or Real Estate.

Item Summary:

Recommendation to go into Closure at 5:30 PM on Monday, April 13, 2026 to discuss Personnel, Litigation and/or Real Estate.

Presented by:

David Davidson, City Attorney