



City of Tybee Island

Memorandum

To: Mayor and Council
From: Bret Bell, City Manager
Date: 08/13/2026
Re: Authorization to Enter into an Agreement for the BRINC MSI Takeoff Drone as First Responder (DFR) Program

Title

Takeoff Drone as First Responder (DFR) Program Agreement

Action

Approval of agreement with Motorola/BRINC for the Takeoff Drone as First Responder Program, and authorization for Mayor to execute the documents associated with the agreement.

Background

The Tybee Island Police Department has developed a successful drone operation program, which enhances the department's capability to document accident scenes, survey damage from natural disasters, monitor island traffic, participate in search and rescue operations, and provide aerial video and still photo capabilities for other City operations.

The Department currently operates with just one drone, which means the program ceases operation if there is a technical problem or accident involving the drone. In addition, our current drone lacks many recent technological advances that have significantly improved drone functionality. This includes the capability of dropping lifesaving payloads, delivering siren warnings, broadcasting two-way audio communications, and launching remotely without the need for extensive manual setup.

Facts and Findings

1. The Police Department's existing aviation capabilities are bottlenecked by a single, standard commercial drone. Operating on a barrier island exposes hardware to harsh marine conditions, salt air, and high ocean drafts. Standard equipment warranties and municipal insurance lines strictly exclude operational accidents, water damage, or "flyaways" over the ocean, leaving the City directly exposed to continuous, unrecoverable capital losses.
2. Transitioning to the BRINC DFR framework will shift the City's liability. The program functions under a "no-fault" subscription model. If a drone is lost or damaged during a coastal rescue, BRINC provides an immediate hardware replacement at no additional capital cost, eliminating future uninsured equipment losses.

3. The BRINC drone system introduces an integrated mechanical payload drop capable of instantly delivering self-inflating flotation vests to swimmers caught in rip currents, or dropping critical medical supplies when gridlocked tourist traffic stalls ground units. The department's existing drone serves only as a passive camera. It cannot legally or safely navigate heavy coastal winds, nor can it provide active physical assistance.
4. The BRINC drone hardware features high-output integrated siren systems and robust two-way audio communications. This allows remote operators to issue instantaneous important alerts, such as a missing child on the beach or severe weather alerts directly to beachgoers, guide lost children or disoriented adults, and establish immediate verbal contact to de-escalate crises prior to the arrival of ground officers.
5. The BRINC drone would be docked 24 hours a day in a special housing unit affixed to the roof of the South Annex located near the Pier. When a call for service is received by Police Dispatch, the drone can be deployed and controlled remotely by the dispatcher, dramatically improving our drone response times. The drone would respond to the incident, provide a live video feed with the capability for two-way communication. When complete, the drone would autonomously return to the housing unit and land.
6. Under the terms of the agreement, the City would have use of the BRINC drone and housing unit free of charge for one year. The City can terminate the contract at any point during Year One at no cost to the City. All equipment would then be returned to BRINC/Motorola.
7. If the City decides to move forward with the purchase, cost would be \$107,998 per year for the next five years, which includes full training and support, as well as the full warranty covering the life of the agreement. The City can cancel at any point during the five-year agreement, and would only pay for the years the drone was in Tybee's possession. The City would own the drone and housing unit even after cancellation.
8. The agreement provides for BRINC in Year 3 of the agreement to replace the drone at no additional charge with a new drone that will incorporate advances in technology. Following this upgrade, Tybee will retain the old drone, which it will be able to operate in conjunction with the new model.

Purchasing Notes

City Purchasing Policy allows for the City to enter into cooperative purchasing agreements that comply with State law and Local ordinance as an alternative to a competitive bidding process. This agreement utilizes the pre-negotiated Sourcewell Cooperative Purchasing Agreement #030425-MOT. Sourcewell issued a competitive bid opportunity for a Drone as a First Responder System, evaluated and scored all proposals, and selected BRINC/Motorola as the winning bidder, which can then be accessed by participating governments.

The City selected BRINC/Motorola due to the system being custom-designed for public safety entities, and because it integrates with Tybee Police E-911 Dispatch Center's Motorola communications system.

Funding

The first year of the agreement is structured at no cost to the City of Tybee Island. Future-year funding will be included in the City's Capital Improvement Program through various sources, including SPLOST, fund balance, and potential public safety grant funding.

Recommendation

Approval of agreement with Motorola/BRINC for the Takeoff Drone as First Responder Program, and authorization for Mayor to execute the documents associated with the agreement.



TYBEE ISLAND POLICE DEPT

07/20/2026

TYBEE ISLAND POLICE
DEPT PO BOX 1340
TYBEE ISLAND, GA 31328

Dear Chief Tiffany Hayes,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions 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 proposal is contingent upon the terms and conditions of the Motorola Solutions Public safety software Sourcewell contract #030425-MOT the Takeoff Drone Addendum, and City of Tybee Addendum (collectively "the Agreement") or a negotiated version thereof

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,



David Redus
Sr. Manager
Motorola Solution

Billing Address:
TYBEE ISLAND POLICE DEPT
PO BOX 1340
TYBEE ISLAND, GA 31328
US

Shipping Address:
TYBEE ISLAND POLICE DEPT
78 VAN HORN DR
TYBEE ISLAND, GA 31328
US

Quote Date:07/20/2026
Expiration Date:09/18/2026

Quote Created By:
David Redus
Sr. Manager
David.Redus@motorolasolutions.com
727-456-8840

End Customer:
TYBEE ISLAND POLICE DEPT
Chief Tiffany Hayes
thayes@cityoftybee.gov
912-472-5083

Contract: 37372 - SOURCEWELL
SOFTWARE-051321-MOT
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	BRINC						
1	DSBCRDFR1TO	RESPONDER SINGLE SITE DFR TAKEOFF	1		\$0.00	\$0.00	\$0.00
2	PSV00S06089A	RESPONDER SAFEGUARD TAKEOFF TRAINING	1		Included	Included	Included
3	PSV00S06088A	RESPONDER SAFEGUARD TAKEOFF HW	1		Included	Included	Included
4	DSBCRSG1TO	RESPONDER SAFEGUARD TAKEOFF	1		\$0.00	\$0.00	\$0.00
5	PSV00S06087A	RESPONDER SINGLE SITE TAKEOFF INSTALLATION	1		Included	Included	Included
6	PSV00S06086A	RESPONDER SINGLE SITE TAKEOFF TRAINING	1		Included	Included	Included
7	PSV00S06085A	RESPONDER SINGLE SITE DFR TAKEOFF HW	1		Included	Included	Included
8	SSV00S06157A	RESPONDER SINGLE SITE DFR TAKEOFF PROGRAM	1	1 YEAR	\$0.00	\$0.00	\$0.00
9	SSV00S06124A	RESPONDER SAFEGUARD WARRANTY	1	1 YEAR	\$0.00	\$0.00	\$0.00



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	SSV00S06125A	RESPONDER SINGLE SITE DFR SOFTWARE	1	1 YEAR	\$0.00	\$0.00	\$0.00
11	SSV00S06158A	RESPONDER SAFEGUARD TAKEOFF SUBSCRIPTION	1	1 YEAR	\$0.00	\$0.00	\$0.00
12	SSV00S06156A	RESPONDER SINGLE SITE DFR TAKEOFF SUBSCRIPTION	1	1 YEAR	\$0.00	\$0.00	\$0.00
13	SSV00S06123A	RESPONDER SAFEGUARD SOFTWARE	1	1 YEAR	\$0.00	\$0.00	\$0.00
14	SSV00S06126A	RESPONDER SINGLE SITE DFR WARRANTY	1	1 YEAR	\$0.00	\$0.00	\$0.00
15	SSV00S06159A	RESPONDER SAFEGUARD TAKEOFF PROGRAM	1	1 YEAR	\$0.00	\$0.00	\$0.00
BRINC							
16	PSV00S05797A	RESPONDER SAFEGUARD REFRESH 1	1		Included	Included	Included
17	PSV00S05798A	RESPONDER SAFEGUARD REFRESH 2	1		Included	Included	Included
18	PSV00S05801A	RESPONDER SINGLE SITE REFRESH 1	1		Included	Included	Included
19	PSV00S05802A	RESPONDER SINGLE SITE REFRESH 2	1		Included	Included	Included
20	SSV00S06124A	RESPONDER SAFEGUARD WARRANTY	1	5 YEAR	\$0.00	\$0.00	\$0.00
21	SSV00S06125A	RESPONDER SINGLE SITE DFR SOFTWARE	1	5 YEAR	\$0.00	\$0.00	\$0.00
22	SSV00S05774A	RESPONDER SAFEGUARD SUBSCRIPTION	1	5 YEAR	\$139,995.00	\$139,995.00	\$139,995.00
23	SSV00S05776A	RESPONDER SINGLE SITE DFR SUBSCRIPTION	1	5 YEAR	\$399,994.80	\$399,995.00	\$399,995.00
24	SSV00S06123A	RESPONDER SAFEGUARD SOFTWARE	1	5 YEAR	\$0.00	\$0.00	\$0.00
25	SSV00S06126A	RESPONDER SINGLE SITE DFR WARRANTY	1	5 YEAR	\$0.00	\$0.00	\$0.00

Grand Total

\$539,990.00(USD)


Item #5.

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

Pricing Summary

Payment Term			Upfront Sale Price	
Upfront Costs*				
			\$0.00	
Upfront Subscription Fee				
	BRINC	Annually	\$0.00	
Sub Total:			\$0.00	
Payment Term			Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	BRINC	Annually	\$107,998.00	\$107,998.00
Year 3 Subscription Fee				
	BRINC	Annually	\$107,998.00	\$107,998.00
Year 4 Subscription Fee				
	BRINC	Annually	\$107,998.00	\$107,998.00
Year 5 Subscription Fee				
	BRINC	Annually	\$107,998.00	\$107,998.00
Year 6 Subscription Fee				
	BRINC	Annually	\$107,998.00	\$107,998.00
Sub Total:			\$539,990.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$539,990.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- 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.



Item #5.

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

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: Tybee Island Police Department Address: 78 Van Horn Drive Tybee Island, Georgia 31328 Contact: Chief Tiffany Hayes

II. Transaction Details

(a)	Proposal	Proposal No. 3508068 _____ Date: 07/20/2026 _____ 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	This proposal is contingent upon the terms and conditions of the Motorola Solutions Public safety software Sourcewell contract #030425-MOT as well as the Takeoff Drone Addendum, City Of Tybee Addendum (collectively “the Agreement”) or a negotiated version thereof

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.

CUSTOMER: By: _____ Print Name: _____ Title: _____ Date: _____	MOTOROLA SOLUTIONS INC. By:  _____ Print Name: David Redus _____ Title: Sr. Manager _____ Date: 07/20/26 _____
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CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND MOTOROLA SOLUTIONS, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.
8. The undersigned, Contractor and/or Sub-Contractor, acknowledges notice by the City of Tybee Island that work is frequently done pursuant to contractual arrangements where permitting by state or federal authorities is required in light of environmentally sensitive areas, including but not limited to, beaches, sand dunes, marsh and wetland areas, among others, and that permits are usually required for work performed in such areas. It is the Contractor and/or Sub-Contractor's responsibility to ensure it has secured copies of any permits issued for work in environmentally sensitive areas and that it will comply with all

permitting requirements in connection with the performance of its responsibilities under any agreement with the City of Tybee Island or any entity working on behalf of the City of Tybee Island. The Contractor and/or Sub-Contractor is responsible for making inquiry as to the existence of any such permits and to take all appropriate action in connection therewith.

VENDOR: MOTOROLA SOLUTIONS, INC. CITY OF TYBEE ISLAND, GEORGIA

By:  _____

By: _____

Printed Name

Date

Title

Date

Attest: _____

Drone as First Responder

How It Works

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.

01

Call for service received.



02

Drone automatically responds.



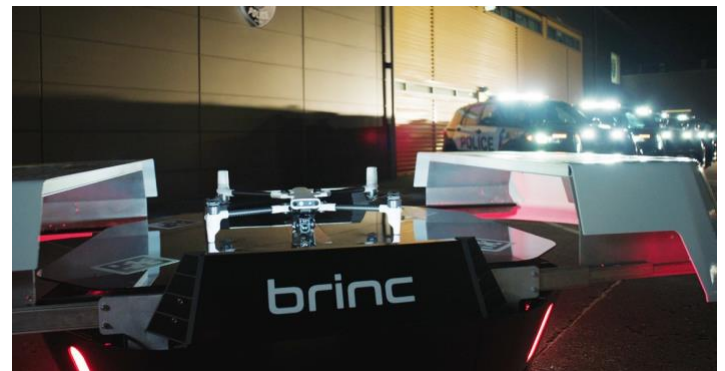
03

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



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



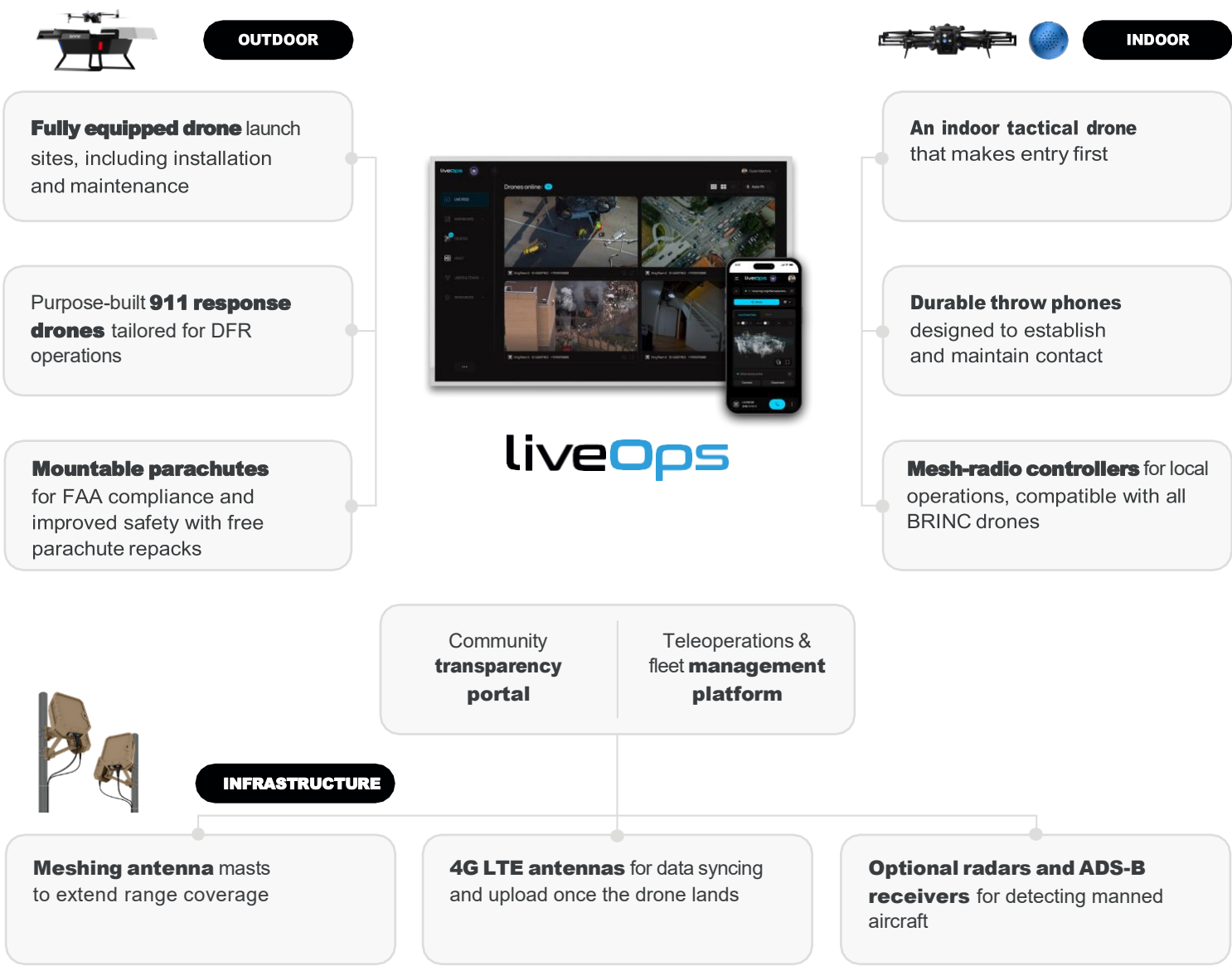
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR

Solution Overview

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

INTEGRATED SOFTWARE SOLUTION



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

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.



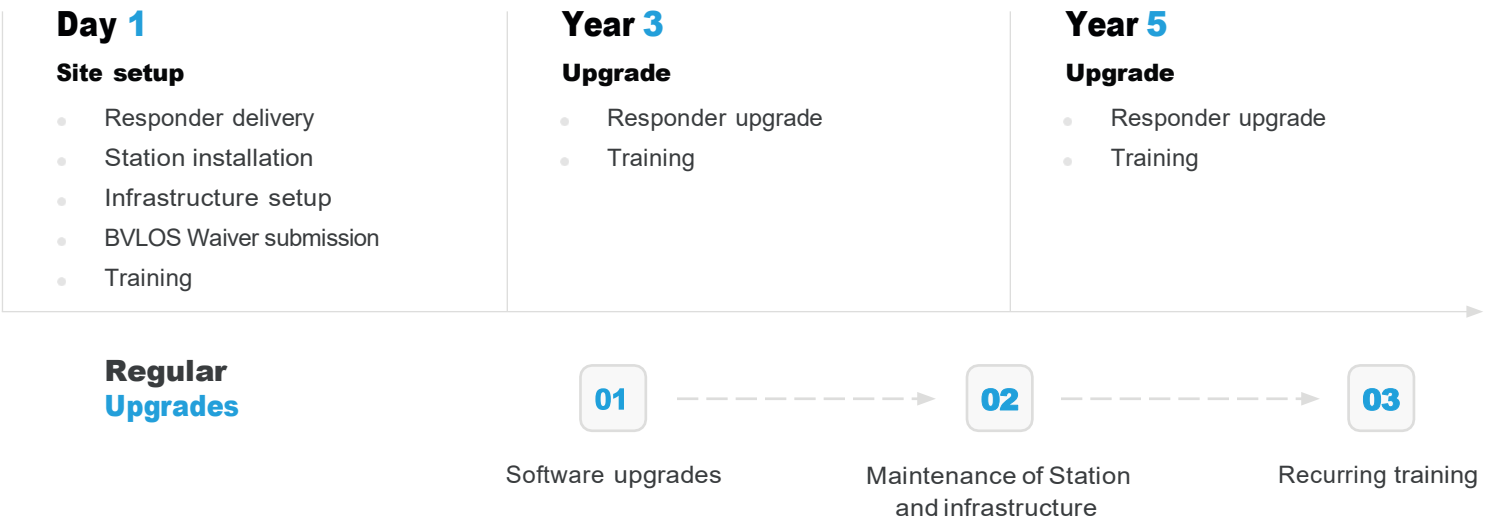
Services

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



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.

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.
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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).
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SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

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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.
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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.
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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.
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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.

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- 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.

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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 STANDARD TERMS AND CONDITIONS

Motorola Solutions is revising the Motorola On-Line ("MOL") Website Terms of Use and Purchase Terms and Conditions, and is hereby releasing this updated version, dated November 1, 2015. This updated version includes some provisions that are applicable to U.S. Federal Government transactions. MOL users are required to accept these updated terms in order to have access to the MOL site.

Click here (</content/dam/msi/docs/about-us/terms/mol-terms-and-conditions.pdf>) to read the entire Terms and Conditions document.

If Vendor and Customer have a current, written agreement in place for the the supply of goods and/or services being ordered, such written agreement will govern the the sale of such goods and services. If no current, applicable, written agreement exists between the parties, both Vendor and Customer agree to be bound by the Terms and Conditions of Sale located at this website:www.motorolasolutions.com/termsandconditions (<http://www.motorolasolutions.com/termsandconditions>). If Customer is purchasing from Motorola Solutions, Inc. ("Motorola"), Vendor means Motorola. If Customer is purchasing from Vertex Standard LMR, Inc. ("Vertex"), Vendor means Vertex. Unless otherwise agreed in writing, Vendor shall not be bound by any other terms and conditions, including those which may be included in Customer's customary purchase order or which may have governed previous purchases and/or license transactions between Customer and Vendor.

(<https://www.motorolasolutions.com>)

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Privacy Statement (https://www.motorolasolutions.com/en_us/about/privacy-policy.html)

Terms of Use
(https://www.motorolasolutions.com/en_us/about/terms-use.html)

Cookie Preferences

Your California Privacy Choices (<https://submit-irm.trustarc.com/services/validation/b00cccf6-c71c-4dd4-ad03-a581b65f808d>)

Communication Preferences
(<https://discover.motorolasolutions.com/marketing-preferences>)

Accessibility

USA & Canada (<https://www.motorolasolutions.com/static/redirecttohome.html>)

TERMS OF USE

Last Updated: March 12, 2024

Your use of the Site constitutes your unconditional agreement to be bound by the terms and conditions set forth in these Terms of Use. You also understand and acknowledge that your personal data will be collected, used, and otherwise processed as described in our Privacy Statement. Please read these Terms of Use and our Privacy Statement carefully before using the Site. If you do not agree to these Terms, then please do not use the Site.

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES UNLESS YOU OPT OUT OF THE ARBITRATION PROVISION AS FURTHER DESCRIBED BELOW. THESE TERMS OF USE ALSO REQUIRE YOU TO WAIVE ANY RIGHT YOU MAY HAVE TO FILE A CLASS ACTION.

Web Content and Materials

The information on this Website is for information purposes only. It is believed to be reliable, but Motorola Solutions, Inc. ("Motorola") does not warrant its completeness, timeliness or accuracy. The information and materials contained in this Website and the terms and conditions of the access to and use of such information and materials are subject to change without notice. Products and services described may differ among geographic locations. Not all products and services are offered at all locations.

Intended Audience / Use

Motorola provides this web site to you, subject to these Terms of Use. The Terms of Use may be updated by Motorola from time to time without notice to you. This web site and other Motorola web sites that are linked to this site or affiliated with this site (collectively "the Site") and all the information, communications, software, scripting, photos, text, video, graphics, applications, music, sounds, images and other materials and services found on the Site (collectively "Content"), is intended for the lawful use of Motorola customers, employees and members of the general public who are over the age of 13, and intended for global use. The Site is controlled and operated in whole or in part by Motorola from its offices within the United States. Motorola makes no representation that these materials are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Motorola reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time.

Acceptance of Terms

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with Motorola, (ii) you are independently responsible for establishing and maintaining its own policies and procedures for ensuring appropriate security measures, and you agree to establish and ensure compliance with access control policies and procedures, including password security measures, (iii) you will maintain industry standard security and protective data privacy measures.

Potential Disruption of Service

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things: Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content.

Overload of system capacities; Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters Interruption (whether partial or total) of power supplies or other utility of service strike or other stoppage (whether partial or total) of labor; Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; Any other cause (whether similar or dissimilar) any of the foregoing) whatsoever beyond the control of Motorola.

What can I help you with?

Links to Third-Party Web Sites

This Site may provide links to other third-party World Wide Web sites or resources. Motorola makes no representations whatsoever about any other web site which you may access through this Site. These sites are owned and operated independently of Motorola, and have their own separate privacy and data collection practices. Because Motorola has no control over such sites and resources, you acknowledge and agree that Motorola is not responsible for the availability of such external sites or resources and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources. Any information you provide to these web sites will be governed under the terms of their privacy and security policies. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Motorola makes no representation or warranty as to any third party Content, products or services, and you agree that Motorola shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

Limitation of Liability

MOTOROLA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, MOTOROLA TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS SITE.

Enforceability

Except as stated below in the Arbitration provision, in the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

Other Agreements

These Terms of Use shall be subject to any other agreements you have entered into with Motorola. In the event of a conflict between these Terms of Use and another agreement you have entered into with Motorola, the other agreement shall apply.

Governing Law and Venue

Illinois law will govern all disputes arising out of or relating to these terms, your access to and use of the Site, and your use of any related services, regardless of conflict of laws rules, except that the Arbitration provision below will also be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). You agree that any proceedings not subject to the Arbitration provision below will be brought in, and you hereby consent to, the exclusive jurisdiction and venue in the state courts of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois – Eastern Division.

Arbitration

PLEASE READ THIS SECTION OF THIS AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHTS TO TRY CLAIMS IN COURT BEFORE A JUDGE OR JURY AND THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE CLAIM OR ACTION.

Mandatory Informal Dispute Resolution. If you or Motorola have a Claim (defined below), you and Motorola agree to make a good faith effort to resolve it informally prior to initiating a formal arbitration proceeding. The party that intends to initiate an arbitration proceeding must first send a notice to the other party that describes the Claim. The notice must include the initiating party's name and contact information (address, telephone number, and email address) and a detailed description of (1) the nature and basis of the Claim and (2) the nature and basis of the relief sought, with a detailed calculation. Your notice shall be sent by mail to 500 W. Monroe Street, Suite 4400, Chicago, IL 60661-3781 or contact us online at <https://www.motorolasolutions.com/contactus> (<https://www.motorolasolutions.com/contactus>). You must personally sign the notice. Motorola's notice to you shall be sent to the most recent contact information we have on file for you. If requested by the party that receives the notice, the other party must personally participate in a telephone settlement conference to discuss the Claim. If a party is not able to attend, counsel may also participate, but the conference must be individualized, even if the same firm(s) represent multiple parties. If the Claim is not resolved within sixty (60) days after receipt of the notice, you or Motorola may commence an arbitration proceeding consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to filing a demand for arbitration. The statute of limitations and any filing fee deadlines for a formal arbitration proceeding shall be tolled while the parties engage in this informal dispute resolution process. If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, it may be decided by a court at either party's election, and any arbitration proceeding shall be pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Agreement to Arbitrate. If we are unable to resolve a Claim through the mandatory informal dispute resolution process, you and Motorola agree that, except as set forth below, all Claims between you and us will be resolved entirely through the binding individual arbitration process set forth in this Section. For purposes of this Section, "Motorola," "we," "our," and "us" include Motorola and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns.

Claims. "Claims" as used in these Terms of Use include all of the following: (1) claims relating to or arising out of these Terms of Use or any prior or later versions of these Terms of Use, as well as any changes to the terms of these Terms of Use; (2) claims relating to or arising out of any aspect of any relationship between you and us; (3) claims relating to or arising out of your access of, use of, or any transactions through, by, or using the Motorola website, including receipt of any advertising, marketing, or other communications from Motorola; and (4) claims relating to the interpretation, scope, applicability, or enforceability of these Terms of Use, except as set forth in the Mandatory Informal Dispute Resolution, the Claims Not Covered by Arbitration, the Public Injunctive Relief Waiver, and the Additional Procedures for Mass Arbitration provisions below. Except as provided below, (1) Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies; (2) all Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future; and (3) Claims include claims or disputes that arose before the parties entered into this Agreement or after termination of this Agreement.

Claims Not Covered By Arbitration. Claims that are eligible for small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only on an individual claim for relief. If a party has already submitted an arbitration demand to the American Arbitration Association ("AAA") for a claim that is eligible for small claims court, the other party can send a written notice to the opposing party that it wants the Claim decided by a small claims court. After receiving this notice, the AAA will administratively close the case. Claims by you or us to enjoin infringement or other misuse of intellectual property rights are also not subject to arbitration. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Commencing an Arbitration. Except as set forth in the Additional Procedures for Mass Arbitration provision, unless the parties agree to select a different arbitration administrator, the arbitration shall be administered by the AAA (<https://www.adr.org>) (<https://www.adr.org/>), according to the Consumer Arbitration Rules (<https://adr.org/sites/default/files/Consumer%20Rules.pdf>) except as modified by these Terms of Use. To commence an arbitration proceeding, you or Motorola must send a personally signed demand for arbitration that describes (1) the nature and basis of the Claim(s), and (2) the nature and basis of the relief sought, including a detailed calculation, along with a certification that you or we are party to this Arbitration provision and completed the informal dispute resolution process referenced above. Your notice shall be sent to: 500 W. Monroe, Suite 4400, Chicago, IL 60661-3781 or contact us online at <https://www.motorolasolutions.com/contactus> (<https://www.motorolasolutions.com/contactus>). Motorola's notice shall be sent to the most recent contact information we have on file for you. You or Motorola must also contact AAA or the chosen arbitration administrator and follow its appropriate procedures to commence the arbitration.

Arbitration Procedure. Unless you and we agree otherwise in writing, the arbitration shall be decided by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years of experience, selected in accordance with the chosen arbitration administrator's rules.

The arbitrator shall honor claims of privilege recognized at law. Except as provided in the "Public Injunctive Relief Waiver" provision below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

The arbitrator will take reasonable steps to protect proprietary or confidential information. Any arbitration hearing shall be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. If an in-person hearing is required, it will be held in Cook County, Illinois unless the parties agree in writing to a different location. If all Claims are for \$25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with the arbitration administrator's rules. You and a Motorola representative shall personally appear (with counsel if you and we are represented) at an initial telephone conference with a case manager before an arbitrator is appointed and at a hearing should one be scheduled by the arbitrator.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the applicable AAA rules as set forth above or, if a different arbitration administrator is selected, its rules. If you are a consumer with a non-commercial dispute, we will pay any filing, administration, or arbitrator fees the arbitration administrator requires you to pay if, in a writing signed by you, (1) you claim to be unable to afford it; and (2) you demonstrate that you made a good-faith effort to seek, but were unable to obtain, a waiver of that fee from the arbitration administrator. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.



MOTOROLA SOLUTIONS

Welcome to Motorola Solutions. What can I help you with?

Jury Waiver and Limitation of Rights. You and we agree that, by agreeing to arbitrate any Claims, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a court pursuant to this Section). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

Class Action and Representative Action Waiver. You and we agree that each may bring Claims against the other only in an individual capacity, and not as a claimant, plaintiff or class member in any purported class or representative proceeding. Further, [except as set forth in the Additional Procedures for Mass Arbitration,] unless mutually agreed to by you and us, the Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This provision does not apply to requests for public injunctive relief, which are addressed in the Public Injunctive Relief Waiver provision below. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Public Injunctive Relief Waiver. Neither you nor we will have the right to seek public injunctive relief as a remedy for any Claim against one another (a "Public Injunctive Relief Request") in arbitration, if such a waiver is permitted by the FAA. If such a waiver is deemed unenforceable, you and we agree that the Public Injunctive Relief Request shall be severed from any other Claims and/or remedies you have. The Public Injunctive Relief Request must be adjudicated by a court after all your other Claims to be decided in arbitration under this Section are resolved in arbitration. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Additional Procedures for Mass Arbitration. If twenty-five (25) or more similar claims of consumers with non-commercial disputes are asserted against Motorola by the same or coordinated counsel or are otherwise coordinated (and your Claim is one such claim), you understand and agree that the resolution of your Claim might be delayed. You also agree to the following process and application of the AAA Mass Arbitration Supplementary Rules, except as modified herein.

BELLWETHER:

Counsel for the claimants and counsel for Motorola shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the initial bellwether process.

If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings, the parties shall participate in a global mediation session before a retired judge, and Motorola shall pay the mediator's fee. If the parties are unable to resolve the remaining matters in mediation at this time, each side shall select twenty (20) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this staged process.

If the parties are unable to resolve the remaining cases after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired judge, and Motorola shall pay the mediator's fee. If the parties are unable to resolve the remaining matters in mediation at this time, this staged process shall continue with one hundred (100) cases proceeding at one time that are selected randomly or by the AAA in staged sets, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. Between staged sets of proceedings, Motorola agrees to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims.

A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator unless the parties agree otherwise. The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this provision from the time the first cases are selected for the initial bellwether process until the time your case is selected, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have the authority to enforce this paragraph by enjoining the mass filing or prosecution of arbitration demands against Motorola. Should a court of competent jurisdiction decline to enjoin this provision, you and we agree that your and our counsel shall engage in good faith discussions with the assistance of an arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

If these **Additional Procedures for Mass Arbitration** are deemed unenforceable as to a particular claimant or Batch or if the AAA refuses to enforce it as written, then either party to the Claim may elect to proceed in an individual court proceeding instead of through arbitration; if no party to a Claim so elects then those parties shall arbitrate in an individual proceeding.

Severability. Notwithstanding any section in this agreement to the contrary, if any term or provision of this Arbitration provision, except for the Class Action and Representative Action Waiver provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration provision. However, if the Class Action and Representative Action Waiver provision is deemed invalid or unenforceable in whole or in part, then this entire Arbitration provision shall be deemed invalid and unenforceable.

Opt Out. You may reject this provision, in which case only a court may be used to resolve any Claim. To reject this provision, you must file an opt-out notice (the "Opt Out") within thirty (30) days after you accept these Terms of Use or within thirty days after any Use update that materially amends this Arbitration provision. The Opt Out must be mailed to 500 W. Monroe, Suite 4400, Chicago, IL 60661 (please note that any correspondence not related to opting out sent to this address will not receive a reply).

your convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this provision. Opting out will not affect any other aspect of the Terms of Use or any other agreement between you and Motorola.

Governing Law. Notwithstanding any other section in this agreement to the contrary, you and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration provision and any resulting arbitration are governed by the FAA. Notwithstanding any section in this agreement to the contrary, to the extent state law applies, the laws of Illinois without regard to conflicts of law principles shall apply. No state statute pertaining to arbitration shall apply.

Class Action and Jury Trial Waiver

YOU AND MOTOROLA AGREE THAT ANY AND ALL CLAIMS ASSERTED IN ANY LITIGATION MUST BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY LITIGATION AS TO ANY CLAIM OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING AS TO ANY CLAIM IN ANY LITIGATION.

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Copyright Infringement Notification Procedure

To file a copyright infringement notification with Motorola, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the United States Digital Millennium Copyright Act (DMCA) for more information on these requirements):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit Motorola to locate the material. Please provide a URL to the material that is claimed to be infringing as that will allow Motorola to locate the content.
- iv. Information reasonably sufficient to permit Motorola to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



MOTOROLA SOLUTIONS

Welcome to Motorola Solutions.

What can we help you with?

Such written notice should be sent to our designated agent as follows:

Item #5.

DMCA Complaints
Attn: Copyright Complaint Process — Law Department
Motorola Solutions, Inc.
500 West Monroe Street
Chicago, Illinois 60661
USA

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Trademarks and Service Marks

There are a number of proprietary logos, service marks, trademarks, slogans and product designations found on this Site. By making them available on this Site, Motorola Trademark Holdings or Motorola are not granting you a license to use them in any fashion. Access to this Site does not confer upon you any license under any of Motorola Trademark Holdings', Motorola or any third party's intellectual property rights.

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No Motorola trademark or service mark may be used as a hyperlink without Motorola prior written permission.

Submission of Information

Although Motorola provides certain encryption in an effort to protect the electronic transmission of credit card numbers or social security numbers ("Financial Information") that you submit to Motorola through the Site no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we have taken appropriate steps to protect your personal information, Motorola cannot ensure or otherwise warrant the security of any information you provide to us or from our Web Site, and therefore you understand and agree to assume the security risk for any information you provide using the Site.

Do not send any Financial Information, confidential or proprietary information to Motorola through the Site. Except personally identifiable information relative to you, any information you do send to Motorola through the Site will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit you hereby grant Motorola an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Motorola is free to use any ideas, concepts, know-how or techniques that you send Motorola for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Motorola will not infringe or violate the rights of any third party. You personally identify in what you submit to us shall be treated in accordance with our Privacy Statement.

You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Message Boards

There are two types of message boards hosted on Motorola web sites: those that are monitored by Motorola and those that are not monitored. Monitored message boards are moderated and messages are screened for inappropriate content. Please refer to the relevant Motorola hosted web site to determine which policy applies to a particular message board. Please be advised that message board content is the sole responsibility of the person supplying the content, and Motorola assumes no responsibility to control such content. Opinions expressed on Motorola message boards and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of Motorola. Except for private message boards, which are governed under a separate Non-disclosure Agreement, all messages posted or submitted to a message board shall be treated as Non-confidential Information as outlined above.

Motorola Privacy Statement

Motorola collection and use of personally identifiable information about you is subject to our Privacy Statement. For more information, see our full privacy statement for this site by selecting the link at the bottom of the page. This site is intended for use by persons over the age of 13. Motorola does not seek to collect information about children under the age of 13. No information should be submitted to or posted on this web site by users under 13 years of age. Motorola encourages parents to take an active role in their children's use of the Internet, and to inform them of the potential dangers of providing information about themselves over the Internet.

What can I help you with?

Participation in Promotions and Other Site Activities

If you choose to participate in a promotion or other Motorola sponsored activity ("Web Site Activity"), you agree to comply with any rules or regulations governing such Web Site Activity. Additionally, as a condition of your continued participation in the Web Site Activity, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Web Site Activity; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from participant in the Web Site Activity, and may result in additional legal actions being taken by Motorola.

Notices

Notices to you may be made via either email or regular mail. Motorola may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Site.

Disclaimer of Warranty

MOTOROLA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEB SITES LINKED TO OR FROM THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, OR USE OF THIS SITE. THE CONTENT OF THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOTOROLA SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

Revisions

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Termination

You agree that Motorola, in its sole discretion, may terminate or restrict your use or access to this Site (or any part thereof) for any reason, including, without limitation, that Motorola believes you have violated or acted inconsistently with the letter or spirit of these Terms of Service, or the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.

General Information

The Terms of Use constitute the entire agreement between you and Motorola and govern your use of the Site, superseding any prior agreements between you and Motorola relating to your use of this site. You may also be subject to additional terms and conditions that may apply when you use purchase products or services, participate in a sweepstakes, contest or other promotion, participate in a Motorola sponsored Developer Program or service, or use or download software. If any provision of these web site Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Motorola to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. By accessing the Site you agree that the statutes and laws of the United States and the State of Illinois, USA without regard to conflicts of laws principles, will constitute all matters relating to use of the site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the

state or federal courts in Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

Violations

Please report any violations of these Terms of Use to Motorola at <https://www.motorolasolutions.com/contactus> (<https://www.motorolasolutions.com/contactus>).

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ABOUT US

PARTNERS

INVESTORS

NEWSROOM

TRAINING

CAREERS

COMMUNITY

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Terms of Use
(https://www.motorolasolutions.com/en_us/about/terms-use.html)

Cookie Preferences

Your California Privacy Choices (<https://submit-irm.trustarc.com/services/validation/b00cccf6-c71c-4dd4-ad03-a581b65f808d>)

Communication Preferences
(<https://discover.motorolasolutions.com/marketing-preferences>)

Accessibility



USA & Canada (<https://www.motorolasolutions.com/static/redirecttohome.html>)
Welcome to Motorola Solutions.
What can I help you with?

Drone Addendum

This Drone Addendum (this "DA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA or SSA, or other agreement, as applicable (the "Agreement").

If you are purchasing Products 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 DA; (b) you have read and understand this DA; and (c) on behalf of the Customer that you represent, you agree to this DA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DA, please do not complete the purchase of Motorola's CAPE solution ("CAPE"), or other drone or unmanned aerial vehicle Products, and drone related Software or Services (collectively, "Drone Products") from Motorola. In this DA, the term "Drone" means Drone Products that are unmanned aerial vehicles.

This DA governs Customer's purchase of Drone Products and shall form part of the Parties' Agreement. This DA shall control with respect to conflicting or ambiguous terms in the Agreement or any other applicable Addendum, but only as applicable to the Drone Products purchased under this DA and not with respect to other Products.

1. CUSTOMER RESPONSIBILITIES.

1.1 Operation. Customer is responsible for all operating policies and procedures, internet connectivity, and IT equipment and infrastructure to allow Drone Products to be functional as set out in the Proposal. Unless otherwise set out in the Proposal, Customer is also responsible for providing Drone pilots, including Remote Pilots in Command ("RPICs"), and ensuring all such pilots have all applicable authorizations, including any Federal Aviation Administration ("FAA") authorizations, or equivalent authorizations from flight authorities in the applicable jurisdiction, for all Drone operations using the Drone Products. Customer is responsible for also obtaining any FAA Certificate of Authorization ("CoA"), Certificate of Waiver ("CoW") and any other regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations, or the equivalent certificates, approvals or waivers needed in the applicable jurisdiction from the applicable flight authorities. Customer shall comply with Motorola's [Acceptable Use Policy](#).

1.2 Disposal. Customer shall ensure Drone Products are destroyed and disposed of securely and sustainably at Customer's expense. Customer is responsible for any regulatory violations or fines, as a result of improper use, destruction, or disposal of Drone Products. Customer shall ensure no modifications are made to weaponize the Drone Products.

1.3 Use. Customer is responsible for (a) Customer's use of Drone Products, including ensuring that Customer and its Authorized Users adhere to all applicable laws and regulations pertaining to the operation of Drones and that Customer and its Authorized Users operate the Drone Products in accordance with the applicable Documentation; (b) breach of this DA or violation of applicable law by Customer or its Authorized Users; and (c) any disputes between

Customer and a third-party over Customer's or an Authorized User's use of the Drone Products. Customer shall use the Drone Products for its intended purposes only and not for any illegal, unethical, or harmful activities. The Drone Products may not be used in a manner that violates the rights to privacy or freedom of expression of any individual, provided the foregoing shall not limit the use to restrict, monitor, collect, or process data based upon exceptions to the rights of privacy or freedom of expression that are authorized by applicable laws or regulation. Customer represents and warrants that Customer shall not use the Drone Products for any unauthorized application and that use of the Drone Products for any such restricted application is at Customer's sole risk.

1.4 Alteration. Customer shall not modify, alter, tamper with, or repair the Drone Products without the written consent of Motorola, and shall not use any unauthorized third-party equipment, software, or services with the Drone Products. Customer shall not override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance, or any flight safety functionalities that are built into the Drone Products.

1.5 Operational Requirements.. All flights associated with Drone Products must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and/or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace limitations imposed by local, state, or other governing authorities in the applicable jurisdiction from the applicable flight authorities. Customer shall follow all maintenance requirements, product specifications, user manuals, flight manuals, pre-flight and other check lists, bulletins, and other instructions provided by Motorola. Customer shall perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Customer shall also document Customer's risk assessment and keep flight operation logs and other records as may be required by competent authorities. All required maintenance on the Drone Products must be performed in accordance with Motorola and the Drone Provider's specifications and instructions. Customer is responsible for updating Customer's Drone operating software and the Drone Product's firmware based on automated or specific notifications to do so. All requirements set herein are referred collectively as the "Operational Requirements". Applicable Operational Requirements need to be carried out each time before and during a flight mission and no flight mission may be initiated, performed, or continued if a relevant Operational Requirement would prevent it, or such Operational Requirement has not or cannot be followed.

1.6 Compliance with Laws and Regulations. Customer shall (i) comply with all laws, regulations, governmental orders and decrees applicable for the use and operation of the Drone Products, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the Drone Products in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use and operation of the Drone Products in Customer's jurisdiction as well as

keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental orders or decrees before any operation of the Drone Products. For avoidance of doubt, unless otherwise expressly stated in the Proposal, Motorola does not obtain, license and/or provide any Permissions for Your benefit.

1.7 Records, Incidents, and Audits. Customer shall keep full, clear, and accurate records with respect to use of the Drone Products and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, Customer shall furnish any information reasonably requested to enable Motorola to ascertain whether Customer is using the Drone Products within the requirements of this Agreement. Customer shall prepare sufficiently detailed reports of any flight incidents that may have caused danger to Drone Products, other property, health, or environment, and provide Motorola copies of such reports without undue delay. Should Customer or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, Customer shall provide a copy of such report at its disposal to Motorola without any undue delay.

2. DRONE-AS-A-SERVICE PROGRAM

If Customer has purchased a Drone Product on a Subscription basis (the "DaaS Program") for a Subscription Term as set out in the Proposal, the following additional terms apply:

2.1 DaaS Program Payment. Customers shall make payments for the DaaS Program in accordance with the payment terms and schedule set forth in the Agreement or applicable Proposal. If Customer orders any additional Product(s) under the DaaS Program subsequent to the initial purchase by Customer, fees for such additional Product shall be billed on a separate subscription and payment schedule, unless otherwise agreed upon by the Parties in writing.

2.2 DaaS Termination.

2.2.1 Early Termination. Unless otherwise set out in the Proposal, if Customer's participation in the DaaS Program is terminated for any reason prior to the end of the Subscription Term, Customer shall pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of Delivery). This is calculated by multiplying the list price of all Equipment purchased under the DaaS Program by the percentage resulting from dividing the number of months remaining in the Subscription Term applicable to such Equipment by the total months of the applicable Subscription Term as set out in the Proposal. In the event Customer purchased Equipment on multiple dates, resulting in separate Subscription Terms, the preceding calculation shall be made relative to the applicable Subscription Term for each Equipment order. This early termination repayment shall not be applicable for promotions, as set out in the applicable Proposal, and that require return of the Equipment on termination.

2.2.2 Effect of Termination. Following expiration or termination of the applicable Subscription Term, Customers shall immediately cease using all Products sold as a

Subscription. As of the termination date, Customer's access to Subscription and SaaS Products shall expire. Customers must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to SaaS Products or storage access from Motorola at the prevailing rates. If Customer desires to continue use of expired SaaS Products or other Products sold as a Subscription (which may include but are not limited to DLF, network costs, storage, etc...) with expired DaaS Equipment, Customer must purchase additional access based on Motorola's prevailing rates, which shall continue to be governed by the Agreement and applicable Proposal, or Motorola may disconnect connectivity of any expired Equipment to such SaaS Products or Products sold as a Subscription.

2.3 Responsibility for Drone Product. For clarity, Customer shall receive title to the Drone Product pursuant to the Agreement. Customer shall maintain adequate insurance on the Drone Product to cover accidental or negligent loss. Unless otherwise set out in the Proposal, Customer is responsible for any loss or damage to the Drone Product once title has been transferred. Any loss or damage to the Drone Product once title has transferred to Customer shall not relieve Customer of any future payment obligations for the lost or damaged Drone Product.

3. DRONE PRODUCTS

3.1 No Motorola Warranty. Notwithstanding any provision of the Agreement or this DA to the contrary, Motorola shall have no liability for third-party Drone Products provided by Motorola; provided, however, that to the extent offered by third-party providers of Drone Products ("Drone Provider") and to the extent permitted by law, Motorola shall pass through express warranties provided by the applicable Drone Provider.

3.2 Operational Risk. The Drone Products are not designed or intended to be used or operated (i) in flying conditions that have not been approved and authorized by the Federal Aviation Administration (FAA); (ii) in hazardous environments requiring fail safe performance; or (iii) in military defense systems. Customer acknowledges that inappropriate use of the Drone Products may result in death, injury, or damage to property, and Customer assumes all risks and liabilities arising from such use.

3.3. Maintenance and Support. Unless set out otherwise in the Proposal, Motorola has no obligation under this DA to offer maintenance for the Drone Products. Any maintenance (or other services to be performed by Motorola) shall be purchased separately and is subject to Motorola's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this DA as well as the Agreement. Technical support may be provided only if the subscription Customer purchased includes technical support for the Drone Products and as set out in the Proposal. Technical support shall be performed in accordance with the Proposal.

4. INDEMNITY

4.1 INDEMNITY FOR AIRBORNE USE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU SHALL INDEMNIFY, DEFEND AND HOLD MOTOROLA AND ITS SUPPLIERS HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF DRONE PRODUCTS THAT IS CONDUCTED IN BREACH OF THIS DRONE ADDENDUM OR DURING CUSTOMER'S DRONE OPERATIONS.

5. CUSTOMER INFORMATION.

5.1 DISCLAIMER. MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDERS AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER SHALL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN ANY NECESSARY CONSENTS.

6. SURVIVAL.

The following sections of this DA survive termination of this Agreement: Sections 1.1-1.7; Section 2.2; Section 3; Section 4; Section 5 and Section 6.

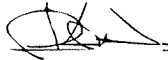
CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND MOTOROLA SOLUTIONS, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.
8. The undersigned, Contractor and/or Sub-Contractor, acknowledges notice by the City of Tybee Island that work is frequently done pursuant to contractual arrangements where permitting by state or federal authorities is required in light of environmentally sensitive areas, including but not limited to, beaches, sand dunes, marsh and wetland areas, among others, and that permits are usually required for work performed in such areas. It is the Contractor and/or Sub-Contractor's responsibility to ensure it has secured copies of any permits issued for work in environmentally sensitive areas and that it will comply with all

permitting requirements in connection with the performance of its responsibilities under any agreement with the City of Tybee Island or any entity working on behalf of the City of Tybee Island. The Contractor and/or Sub-Contractor is responsible for making inquiry as to the existence of any such permits and to take all appropriate action in connection therewith.

VENDOR: MOTOROLA SOLUTIONS, INC. CITY OF TYBEE ISLAND, GEORGIA

By:  _____

By: _____

David Redus
Printed Name

Date

Sr. Manager 07/20/2026
Title Date

Attest: _____

File Attachments for Item:

6. Skidaway Institute Beach and Dune Monitoring Contract Renewal