

**VILLAGE OF VERNON HILLS  
ORDINANCE 2026-003**

**AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR THE PURCHASE AND CONTRACTING OF DRONE HARDWARE AND RELATED SERVICES FROM MOTOROLA SOLUTIONS INC., FOR A DRONE AS FIRST RESPONDER TAKEOFF PROGRAM AND THE TOTAL POTENTIAL FORTY-EIGHT MONTH EXPENDITURE OF \$179,997**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village and its Police Department place a high priority on utilizing effective and advancing technology to aid its police officers in the investigation and prosecution of various criminal offenses; and

**WHEREAS**, Drones as First Responders (“DFR”) have proven effective among other Illinois law enforcement agencies and the research conducted by Department staff indicates that utilizing technology including unmanned air support devices, i.e., drones, to assist the Village with responding to and the apprehension of criminals would be an efficient use of resources; and

**WHEREAS**, Motorola Solutions Inc., in collaboration with BRINC offer a DFR Takeoff Program, where Motorola Solutions Inc. is an enterprise technologies developer and BRINC is a hardware and service company; and

**WHEREAS**, staff recommends entering a proposed new forty-eight month agreement with Motorola Solutions Inc. for a DFR Takeoff Program for a total expenditure not to exceed \$179,997 per Quote 3324834, a copy of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the proposed agreement outlines that for the first year of the contract term there is no cost and includes a right to exercise termination for convenience at any point within the first year, and the paid period starts at the beginning of the first renewal subscription year; and

**WHEREAS**, the Police Department will provide a progress report to the Village Board during the first year and consult the Village Board regarding continuing or cancelling the contract; and

**WHEREAS**, expenditures over \$25,000 require Board of Trustees approval.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to

execute all required documents to purchase the BRINC MSI DFR Takeoff Program and contract with Motorola Solutions Inc. for an amount not to exceed \$179,997.

**SECTION 2: RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Motorola Solutions Inc. in an amount not to exceed \$179,997 per the attached quote in Exhibit A.

**SECTION 3: EFFECTIVE DATE:** This ordinance shall be in full force and effect from its passage and approval.

**SECTION 5: ORDINANCE NUMBER:** This ordinance shall be known as Ordinance Number 2026-003.

Dated the 13th day of January 2026.

Adopted by roll call votes as follows:

AYES: 5 – Forster, Takaoka, Marquart, Lundeen, Koch

NAYS: 0 – None

ABSTAIN: 1 - Schenk

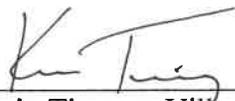
ABSENT AND NOT VOTING: 1 - Opprnheim

  
\_\_\_\_\_  
Thom Koch Jr., Village President

PASSED: 1/13/2026

APPROVED: 1/13/2026

ATTEST: 1/13/2026

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



**EXHIBIT A**  
**Motorola Solutions Inc. Proposal**



## VERNON HILLS POLICE DEPT, VILLAGE OF

Vernon Hills Brinc DFR Take-Off

01/06/2026

VERNON HILLS POLICE DEPT,  
754 LAKEVIEW PKY  
VERNON HILLS, IL 60061

Dear Chief Patrick Kreis,

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:

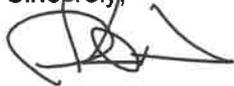
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** 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 offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

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

Sincerely,



David Redus  
Sr. Manager Drone Response  
Motorola Solutions Inc.



PRODUCTS AGREEMENT		
<p>This Products Agreement (this “<b>Agreement</b>”) is entered into between <b>Motorola Solutions Inc.</b>, (“<b>Seller</b>” or “<b>Motorola</b>”) and the entity set forth in section I(b) (“<b>Customer</b>”) as of the date last signed below (“<b>Effective Date</b>”). Seller and Customer will each be referred to herein as a “<b>Party</b>” and collectively as the “<b>Parties</b>”.</p>		
I. Seller and Customer Information		
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Vernon Hills Police Department Address: 754 LAKEVIEW PKY VERNON HILLS, IL 60061 Contact: Chief Patrick Kreis
II. Transaction Details		
(a)	Proposal	Proposal No. 3324834      Date: 01/06/225 Motorola will provide Customer with the products and services set forth in the proposal dated above (the “ <b>Proposal</b> ”), 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	<p>The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“<b>MCA</b>”), including all applicable addenda, located at <a href="https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf">https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf</a>, and the amendments to the MCA set out below, are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.</p> <p>Amendments to the MCA:</p> <p><b>(1) Motorola Solutions Customer Agreement (“MCA”)</b></p> <p>4.1.1 Subscription Terms. <b>As stated in the Proposal. Drone Addendum</b></p> <p>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 <b>AND PROVIDED THAT ANY SUCH CLAIMS ARE NOT RELATED TO THE NEGLIGENCE OR WILLFUL WANTON CONDUCT OR MOTOROLA.</b></p>
III. Entire Agreement		
<p>This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.</p>		



<b>CUSTOMER:</b>	<b>MOTOROLA SOLUTIONS INC.</b>
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>
Print Name: <u>Kevin Timony</u>	Print Name: <u>David Redus</u>
Title: <u>Village Manager</u>	Title: <u>Sr. Manager</u>
Date: <u>1/14/26</u>	Date: <u>01/06/2026</u>

# Drone as First Responder

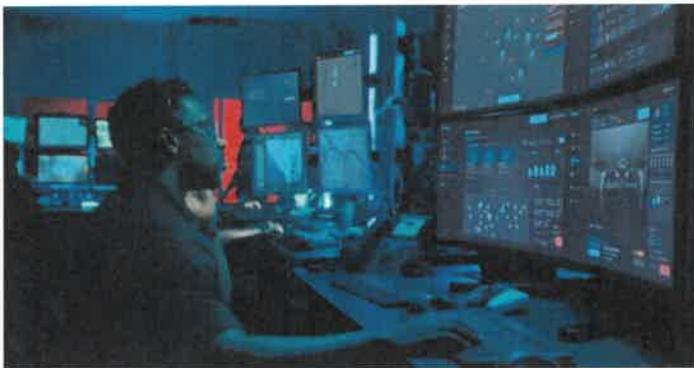
## How It Works

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

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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



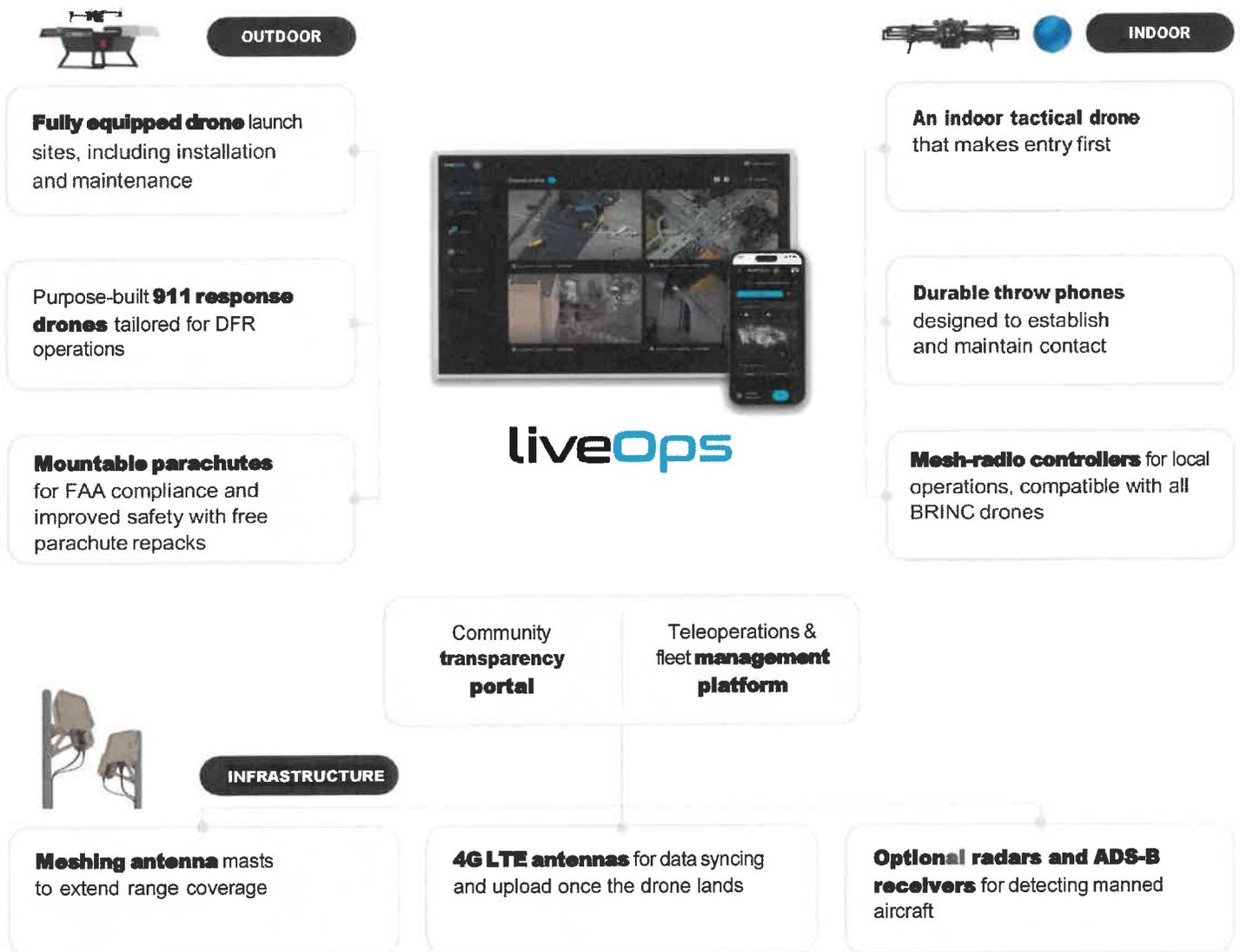
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

# 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.

### Mobile Communication Hub

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

### 640 px Thermal Camera

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

### Emergency Payload Dropper

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



IPX4 Water Resistant

Integrated 2-Way Comms  
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

# Hardware

## responder station

The Responder Station launches, protects and recharges Responder drones.

### Temperature Controlled

Optimizes battery charging and protects electronics.

### Simple

### Infrastructure

Resistant to erosion. Increases reliability.

### Weather Resistant

Ensures reliable performance in challenging climates.

### 25 Minutes

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



<5 Sec Deployment  
Time

Large Vehicle  
Mountable

Starlink /  
Solar Compatible

Standard Power  
Input

Weather  
Resistant

Charge 10 to 90%  
in 25 Minutes

Corrosion  
Resistant

Integrated  
HVAC

# 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.



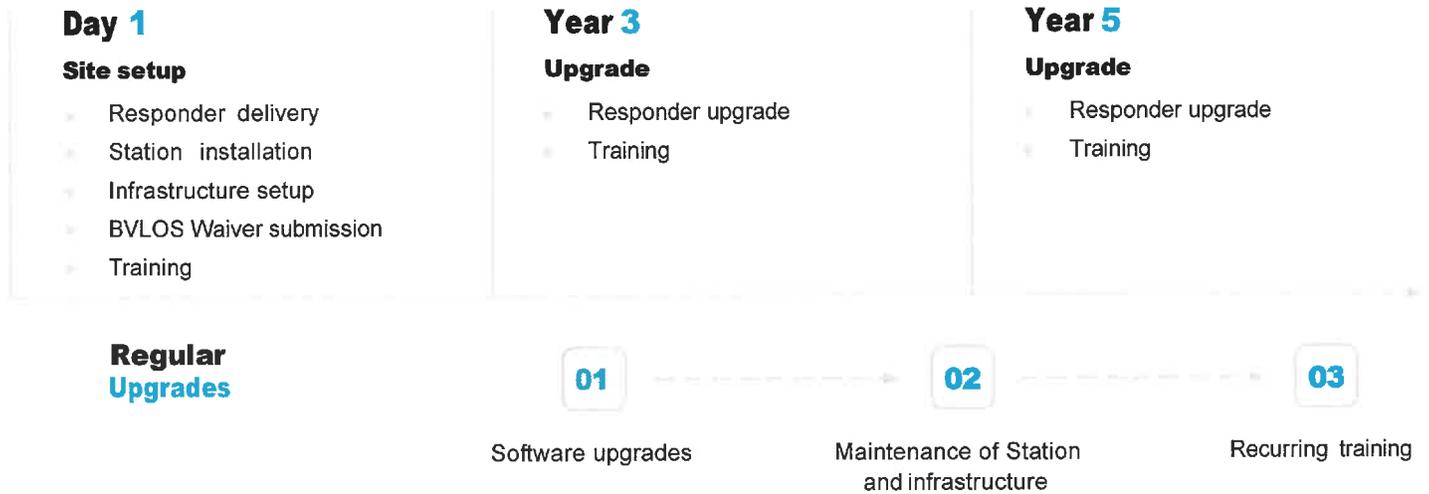
# Services

## 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



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

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

### Safeguard ensures operational success



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

## STATEMENT OF WORK

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

### **BRINC Drone as First Responder (DFR) Implementation**

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

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

### **1. PURPOSE & SCOPE**

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

### **2. DEFINITIONS**

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

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

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

### **3. DESCRIPTION OF SERVICES**

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

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

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

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

#### **4. SYSTEM REQUIREMENTS**

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

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

#### **5. ROLES & RESPONSIBILITIES**

**5.1 BRINC Obligations.** Motorola will engage BRINC to provide:

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

(c) Support

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

(d) Limitations / Disclaimers

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

(e) Solution Design & Environment Prep

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

(f) Software Activation & Configuration

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

(g) Hardware

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

(h) Training

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

(i) Documentation

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

(j) Out of Scope (unless separately contracted):

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

**5.2 Customer Obligations.** Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth ( $\geq 30$  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.** **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 one year
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 ( $\geq 360$  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.

## Motorola Solutions Customer Agreement

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

### 1. Agreement.

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

### 2. Definitions.

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

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

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

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

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

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

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

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

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

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

**“Equipment”** means hardware provided by Motorola.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Products and Services.**

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

#### **3.2. Services.**

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

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

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

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

#### **3.2.5. Professional Services**

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

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

[AI Terms](#)  
[Comparison Manager](#)

[Data licensed from Motorola](#)  
[Drone related Products](#)  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

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

#### **4. Term and Termination.**

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

**4.1.1. Subscription Terms. As Stated on the Proposal**

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

**5. Payment, Invoicing, Delivery and Risk of Loss**

- 5.1.** The Contract Price of \$\_\_\_\_\_, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

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

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## 7. Representations and Warranties.

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

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

## 8. Indemnification.

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

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

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

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

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

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

## **10. Confidentiality.**

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

## **11. Proprietary Rights; Data; Feedback.**

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

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

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

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

## 12. Acceptance

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

## 13. Force Majeure; Delays Caused by Customer.

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

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

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

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

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



## 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](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.

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2026-003

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR THE PURCHASE AND CONTRACTING OF DRONE HARDWARE AND RELATED SERVICES FROM MOTOROLA SOLUTIONS INC., FOR A DRONE AS FIRST RESPONDER TAKEOFF PROGRAM AND THE TOTAL POTENTIAL FORTY-EIGHT MONTH EXPENDITURE OF \$179,997

THE 13<sup>th</sup> DAY OF JANUARY 2026

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 13<sup>th</sup> day of January, 2026



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE        )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2026-003 AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR THE PURCHASE AND CONTRACTING OF DRONE HARDWARE AND RELATED SERVICES FROM MOTOROLA SOLUTIONS INC., FOR A DRONE AS FIRST RESPONDER TAKEOFF PROGRAM AND THE TOTAL POTENTIAL FORTY-EIGHT MONTH EXPENDITURE OF \$179,997 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JANUARY 13, 2026 TO JANUARY 27, 2026.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 13<sup>th</sup> DAY OF JANUARY, 2026

  
\_\_\_\_\_  
Notary Public

