



BROKEN ARROW POLICE DEPT

10/21/2025

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BROKEN ARROW POLICE DEPT
1101 N. 6TH
BROKEN ARROW, OK 74012

Dear Chief Lance Arnold,

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

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

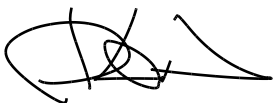
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support**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

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

This proposal is contingent upon the terms and conditions of the Houston – Galveston Area Council (H-GAC) RA05-21, in addition to the Drone Addendums (collectively "the Agreement") or a negotiated version thereof. Pricing is valid until 12/31/2025. The City may accept this offer by executing and returning the signed Product Agreement.

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

Sincerely,



David Redus
Sr. Manager
Motorola Solutions

Billing Address:
BROKEN ARROW PD
1101 N. 6TH
BROKEN ARROW, OK 74012
US

Shipping Address:
BROKEN ARROW PD
1101 N. 6TH
BROKEN ARROW, OK 74012
US

Quote Date:10/21/2025
Expiration Date:12/20/2025
Quote Created By:
David Redus
David.Redus@ motorolasolutions.com

End Customer:
BROKEN ARROW POLICE DEPT
Chief Lance Arnold

Payment Terms:30 NET

Summary:

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

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	2	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		2 Responder w/Station DFR (Single Site)				\$159,998.00
Year 3 Subscription		2 Responder w/Station DFR (Single Site)				\$159,998.00
Year 4 Subscription		2 Responder w/Station DFR (Single Site)				\$159,998.00
Year 5 Subscription		2 Responder w/Station DFR (Single Site)				\$159,998.00
Year 6 Subscription		2 Responder w/Station DFR (Single Site)				\$159,998.00
	Grand Total					\$799,990.00

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

Takeoff Program term structure:
Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.



PRODUCTS AGREEMENT

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

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Broken Arrow Address: 1101 N. 6 TH BROKEN ARROW, OK 74012 Contact: Chief Arnold

II. Transaction Details

(a)	Proposal	Proposal No.3351298 _____ Date: 10/21/2025 _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “ Proposal ”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“ MCA ”), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

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

CUSTOMER: By: _____ Print Name: _____ Title: _____ Date: _____	MOTOROLA SOLUTIONS INC.  By: _____ Print Name: David Redus _____ Title: Sr. Manager _____ Date: 10/21/2025 _____
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Drone as First Responder

How It Works

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

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

01

Call for service received.



02

Drone automatically responds.



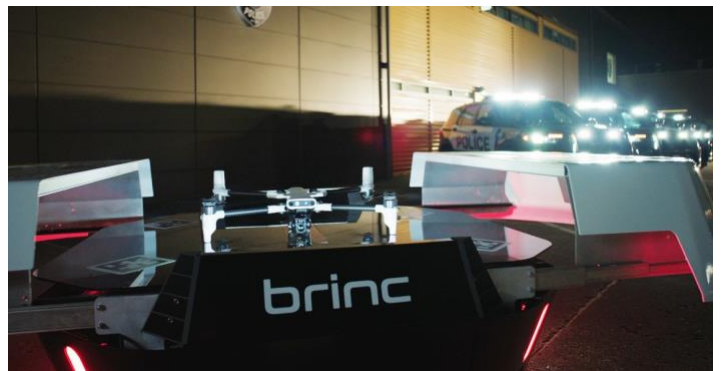
03

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



04

Drone autonomously returns to Station and lands.



Measures of Success

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

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

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

Increase Officer Safety



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

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



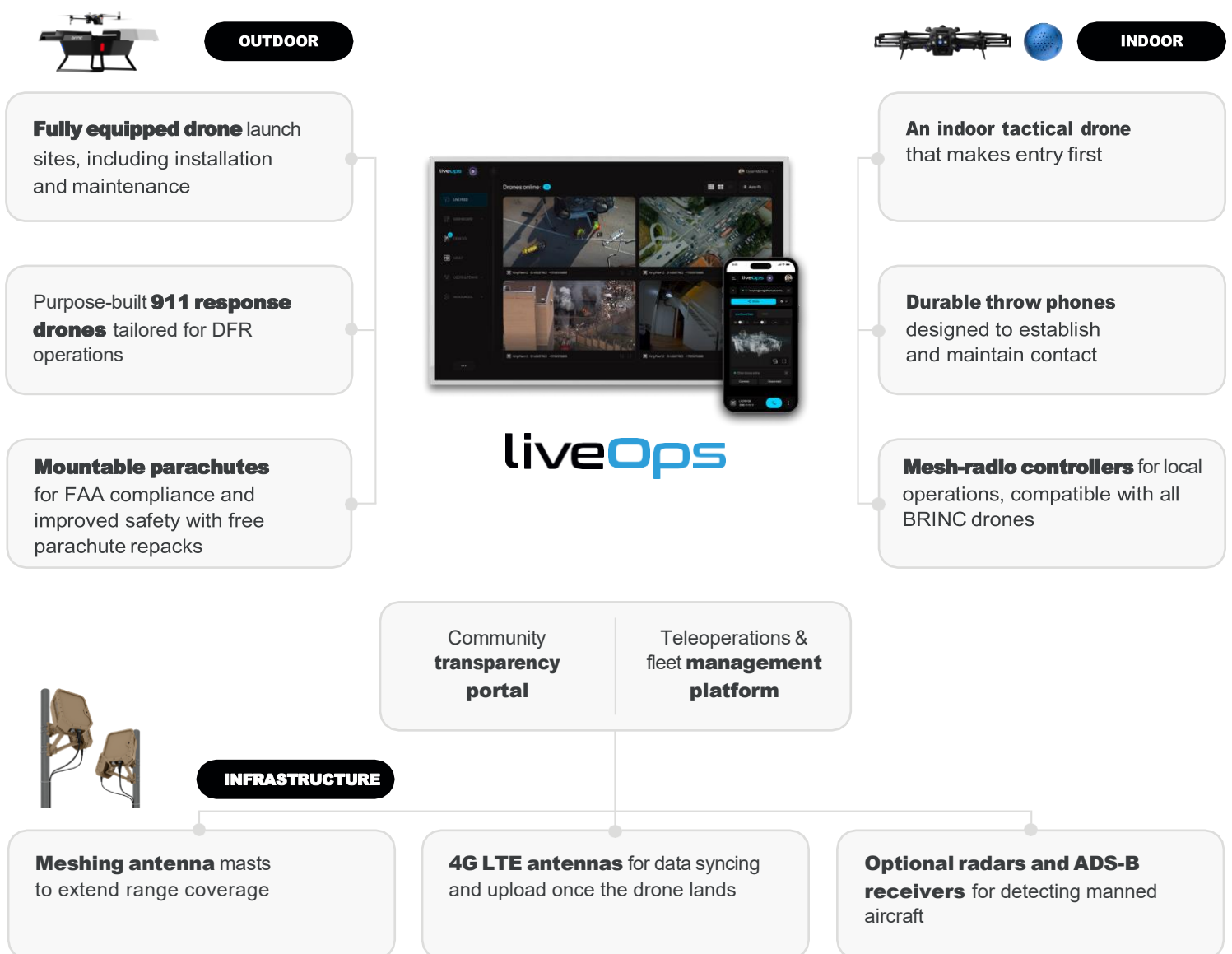
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR

Solution Overview

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

INTEGRATED SOFTWARE SOLUTION



Hardware

responder

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

40x Total Zoom

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

640 px Thermal Camera

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

Mobile Communication Hub

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

Emergency Payload Dropper

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



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

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



<5 Sec Deployment
Time

Large Vehicle
Mountable

Starlink /
Solar Compatible

Standard Power
Input

Weather
Resistant

Charge 10 to 90%
in 25 Minutes

Corrosion
Resistant

Integrated
HVAC

Hardware

DFR Infrastructure

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

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



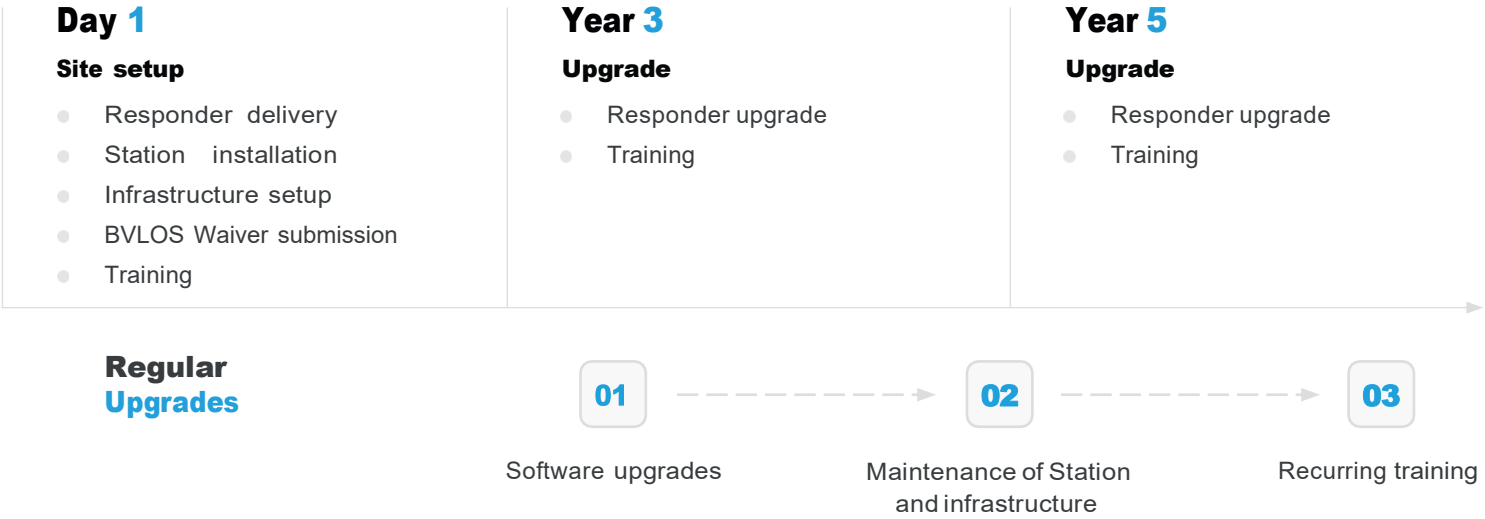
Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

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

Set-up made easy



STATEMENT OF WORK

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

BRINC Drone as First Responder (DFR) Implementation

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

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

1. PURPOSE & SCOPE

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

2. DEFINITIONS

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

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

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

3. DESCRIPTION OF SERVICES

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

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

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

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

4. SYSTEM REQUIREMENTS

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

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

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

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

(c) Support

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

(d) Limitations / Disclaimers

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

(e) Solution Design & Environment Prep

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

(f) Software Activation & Configuration

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

(g) Hardware

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

(h) Training

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

(i) Documentation

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

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

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

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

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

(b) Regulatory Compliance

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

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

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

(f) Operations & Data

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

6. ASSUMPTIONS

The Services are provided under the following assumptions:

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

7. EXCLUSIONS.

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

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

8. TRAINING

BRINC will provide the following training:

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

9. ACCEPTANCE CRITERIA

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

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

10. SUPPORT & SLAS

BRINC provide the following support Services:

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

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

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

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

SCHEDULE B – BRINC SUPPORT PROGRAM

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

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

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

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

Site Preparation

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

Power

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

Network/Backhaul

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

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

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

Maintenance Access

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

Documentation & Compliance

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

Backup Safe Landing Area

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

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

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

Operational Tests

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

Drone Addendum

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

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

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

1. CUSTOMER RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

2. DRONE-AS-A-SERVICE PROGRAM

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

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

2.2 DaaS Termination.

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

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

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

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

3. DRONE PRODUCTS

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

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

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

4. INDEMNITY

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

5. CUSTOMER INFORMATION.

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

6. SURVIVAL.

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

TAKEOFF Program Addendum

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

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

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

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

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

2. CUSTOMER RESPONSIBILITIES

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

3. EARLY TERMINATION

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

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

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

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