

CONSENT AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 6B



Presented by: Brian Linton, Director

Technology Services Department

ITEM SUMMARY:

Request for approval to pay the Civic Plus invoice for annual maintenance subscription renewal for productivity workflow, staff apps, and users, in the amount of \$10,473.75.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This expenditure was approved in the FY 23-24 budget.

FUNDING SOURCE:

Line item 100.5.1535.52.1301

ATTACHMENTS:

Civic Plus invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#306023

8/26/2024

PO #

Bill To

City of McDonough
136 Keys Ferry Street
McDonough Georgia 30253

TOTAL DUE

\$10,473.75

Due Date: 9/25/2024

Terms
Net 30

Due Date
9/25/2024

PO #

Approving Authority

Qty	Item	Start Date	End Date
1	Productivity Connector (Office 365) Annual Fee	8/26/2024	8/25/2025
1	Productivity Base System Annual Fee: staff app users, app user submissions not included	8/26/2024	8/25/2025
1	Productivity Approvals Workflow	8/26/2024	8/25/2025
1	Power Automate Integration	8/26/2024	8/25/2025

Total \$10,473.75

Due **\$10,473.75**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CONSENT AGENDA ITEM SUMMARY

City Council Meeting

Item Number: 6C



Presented by: Brian Linton, Director

Technology Services Department

ITEM SUMMARY:

Request for approval to purchase 10 additional licenses for Laserfiche at a cost of \$12,805.23, for the Court and Police Departments; this will move the departments to digital retention of documents and cut down on paper storage in the records rooms.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$12,805.23

FUNDING SOURCE:

Line Item - 214-5.3210.53.1795 Red Speed

ATTACHMENTS:

MCCI Quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

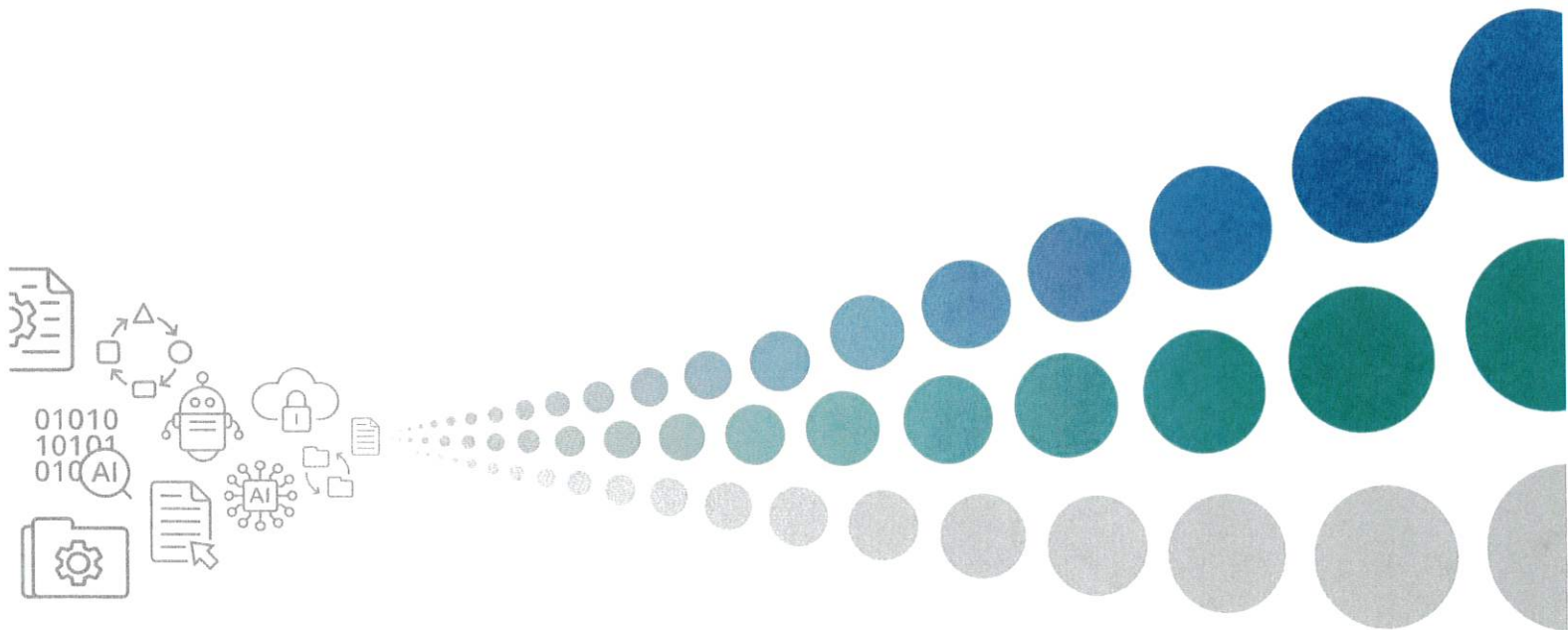
Guiding Principle: Fiscal Responsibility, Accountability, Transparency



Estimate

City of McDonough

Issued: May 8, 2024



LASERFICHE LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE		
	Avante	Rio
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
FULL USE ACCESS LICENSES		
Full Named Users	Minimum of 1	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
LIMITED USE ACCESS LICENSES		
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
MODULE BASED LICENSES		
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

*Licensed by total number of users (Named, Participant, Community and Education).

ESTIMATE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of McDonough
Client Address: 136 Keys Ferry Street, McDonough, GA 30253
Estimate Number: 31667
Estimate Type: Expansion

Quote Date: May 8, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE			
☒ Laserfiche Avante Named Full User with Web Access	36	\$600.00	\$21,600.00
☒ Laserfiche Avante Named Full User with Snapshot and Email	-26	\$500.00	(\$13,000.00)
☒ Laserfiche Avante Standard Audit Trail	10	\$75.00	\$750.00
☒ Laserfiche Avante Connector	10	\$25.00	\$250.00
<i>Laserfiche Software Subtotal</i>			<i>\$9,600.00</i>

GRAND TOTAL - ONE-TIME SOFTWARE	<i>\$9,600.00</i>
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<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC			
☒ Laserfiche Avante Named Full User with Web Access	36	\$126.00	\$4,536.00
☒ Laserfiche Avante Standard Audit Trail	10	\$15.75	\$157.50
☒ Laserfiche Avante Connector	10	\$5.25	\$52.50
<i>Laserfiche Annual Recurring Software Support Subtotal</i>			<i>\$4,746.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	<i>\$4,746.00</i>
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EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT			
☒ Laserfiche Avante Named Full User with Snapshot and Email	-26		
☒ Laserfiche Software Support Credit Proration	1		
☒ <i>Existing Laserfiche Software Support Credit Total</i>			<i>(\$1,540.77)</i>

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	<i>(\$1,540.77)</i>
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TOTAL LASERFICHE PROJECT COST	<i>\$12,805.23</i>
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All Estimate Quotes Expire 30 Days from Quote Date

NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 10



Presented by: Chief Ken Noble

Public Safety – Police Department

ITEM SUMMARY:

Request approval for the purchase, implementation, and 1-year contract for (2) Paladin drones and services.

SPECIAL CONSIDERATIONS OR CONCERNS:

(2) new for city wide coverage. These drones can be used for a variety of uses for law enforcement. In the attached packet these options will be explained in more detail.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

- (1) Advanced Drone Package- \$49,000 per year (1-year contract)
- (1) Add-On Docking Station Package- \$35,000 per year (1-year contract)

FUNDING SOURCE:

Line Item: 214-5.3210.53.1795 RedSpeed Account

ATTACHMENTS:

- (1) Quote
- (1) Pamphlet
- (1) Contract

OTHER DEPARTMENTAL REVIEW NEEDED:

X Yes ☐ No

OTHER DEPARTMENTAL REVIEW

X Finance



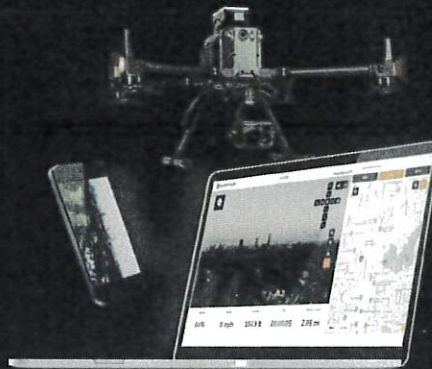
PALADIN

LTE Enabled UAVs Empowering Public Safety

Drone as a First Responder (DFR) technology giving first responders a live overhead view before they arrive on scene

PALADIN

Drone as a First Responder (DFR)



WHAT IS DRONE AS A FIRST RESPONDER (DFR)?

Paladin's System Overview



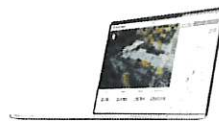
FAA Program & Setup

Paladin secures BVLOS waivers and COAs from the FAA on behalf of our customers to ensure they are compliant and optimized for flight.



Paladin EXT

Extend the operating range of a DJI M30 or M300 with Paladin's EXT LTE Module. Averages 3-5 mile range on a single flight. No RF involved.



Watchtower

Paladin's DFR software which serves as central command control of drones, view of the live video feed, messaging boots on the ground, and data management.



Drones

Paladin is a 3rd party distributor of DJI products that integrate directly with our system. We also offer our own drone, Knighthawk, shown above.



Docks

Paladin integrates with the latest DJI docking stations and Counterdrone to simplify battery charging, drone storage & protection, and deployment from Watchtower.

THERE HAS TO BE A BETTER WAY

Paladin founder Divy Shrivastava spent most of his childhood in a town 25 minutes north of Columbus, Ohio. In 2016, just as he was readying to attend Berkeley for engineering, a close friend's house caught fire and burned down. This event had a massive impact on Divy and the community as a whole.

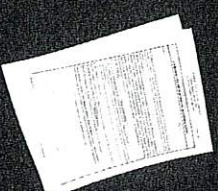
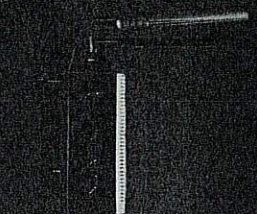
After talking to the local fire chief, he learned two important facts: 1) **a fire doubles in size every 30 seconds.**

2) **First responders never have enough information when they arrive on the scene.** This is because when someone calls 911, they're usually panicked or not trained to assess a scene. He knew there had to be a better way.

After another fire burned down a campus church during his first year at Berkeley, Divy set out to found Paladin with a single mission – Send autonomous drones to 911 calls to give first responders a live overhead view of an emergency before they arrive, helping to increase situational awareness, decrease response times, and **save lives.**

A COMPREHENSIVE DFR SOLUTION

With one click, Paladin's autonomous drone deploys to a 911 call from its remote home base and arrives on-site before first responders, giving them a live and controllable video feed before they arrive. When a priority one call comes in, gather valuable intel, plan ahead, and execute immediately on arrival. A widespread challenge that many departments face is being understaffed. Departments can now clear calls with a UAV that have been in the CAD for a long time and are not likely to be active allowing their officers' time to be more efficiently allocated. Paladin's LTE enabled drones coupled with our autonomous software controls and data management platform make Drone as a First Responder (DFR) programs both effective and straightforward to implement.



Paladin EXT

Extend the operating range of a DJI M300 or M300 with Paladin's new EXT LTE Module. Enabling you to fly BVLOS and DFR without range anxiety.

Knighthawk

Specifically designed for BVLOS missions, Knighthawk is LTE-enabled 55-minute flight time drone with payload.

Watchtower

Paladin's DFR software where control of drones, view of the live video feed, and data management take place.

BVLOS Program & Setup

Paladin secures BVLOS waivers and COA's from the FAA on behalf of our customers to ensure they are compliant and can operate legally.

Watchtower

WATCHTOWER

FLY, STREAM, AND MANAGE DATA

Watchtower is Paladin's DFR software where control of your LTE-enabled drone, view of the live video feed, and data management takes place. The ability to control the drone's location with the click of a button from anywhere in the country makes this system an easy-to-use force multiplier that can relay critical information minutes before humans arrive on scene.

Whether operated out of a real-time crime center, dispatch center, or in a UAS unit, emergency response can be chaotic with multiple sources of information coming in all at once. Watchtower is designed to be as simple as possible and works to lower the risk of human error through autonomous flight.



Fly from anywhere in the country with an LTE connection.



Integrates with DJI products. Watchtower can be used to control them from a computer or smartphone as well.

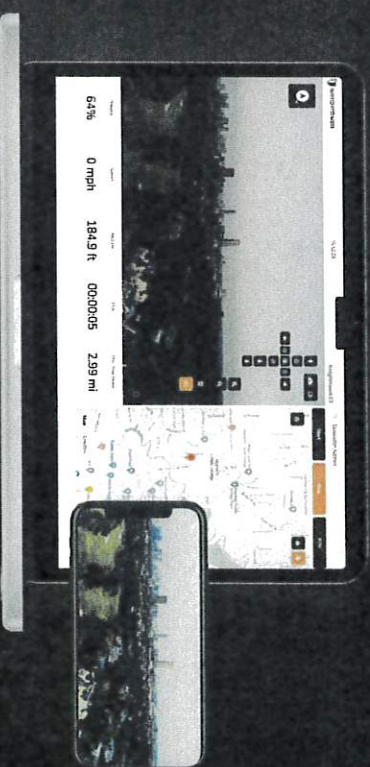
paladindrone.io



Users have full control of the gimbal allowing them to adjust the angle of the camera with the click of a mouse.



Unlimited viewers - city managers, first responders, and anyone else with access can watch the live video feed from anywhere with an internet connection.



Paladin EXT

EXT

LTE
MODULE

LIMITLESS RANGE. UNLIMITED POSSIBILITIES

Extend the operating range of your DJI M30 or M300 with Paladin's new EXT LTE Module.

With a quick and simple installation of the LTE module to the drone's PSDK port, you can now leverage the stable connection of LTE to fly further and see more without relying on traditional radio frequencies. Starting a DFR program no longer requires a Remote Pilot in Command stationed on the roof of the department.

Introducing the **new frontier in LTE drone technology.**



Extend the operating range of your
DJI M30 or M300



Quick and simple installation via the
PSDK port. Plug and play.

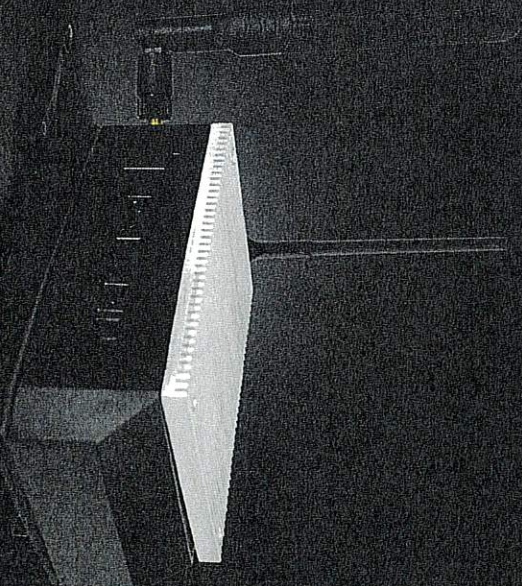
paladindrone.io



Eliminate the need for a Remote-Pilot-in-Command
(RPIC) on the roof

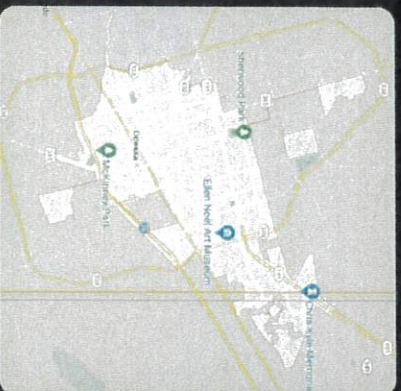


With DFR, safely travel a 3-mile radius from your
home base



CRUCIAL TO BVLOS AND DFR LTE VS RF

The difference between using an LTE based drone and a radio-based drone for DFR is substantial in terms of area coverage and logistics. The oranges circles show what coverage of Odessa, TX looks like. The epicenter are real PD or fire stations. The grey circles represent radio-based drones.



JURISDICTION

Odessa, TX jurisdiction



LTE-BASED

Coverage would take ~ 3 LTE-enabled drones (3-mile radius)



RADIO-BASED

Coverage would take ~ 10 radio-based drones with RPICs on rooftops (1.5-mile radius)

ELIZABETH PD CASE STUDY

Elizabeth Police Department has had one of the most robust drone programs in the country for the better half of a decade. The benefits that the UAS unit has brought to their fellow first responders is tremendous. With the traditional manual deployment model in which drone coverage is reliant on the response time of a trained pilot, this goal was largely unobtainable.

Drone as a First Responder is designed to separate the benefits a UAS program provides with the response time of a trained pilot. The Elizabeth PD UAS Unit can now have a drone overhead to any call within minutes of the request for service. This enhances the UAS program in two ways: 1) first responders are now able to gain the critical intel that UAS can yield before arriving on scene and the information can be given hundreds of times a week as oppose to a few times a month. 2) The EPD UAS Unit clears lower priority calls in the queue that traditionally would sit for hours due to the unavailability of a unit to respond.



MISSIONS: 1,277

A mission is defined as any time in which the UAS was launched, used on a call for service, and then landed.

CALLS ASSISTED: 431

A call is considered assisted if information from the live video feed was used by first responders.

CALLS CLEARED: 21%

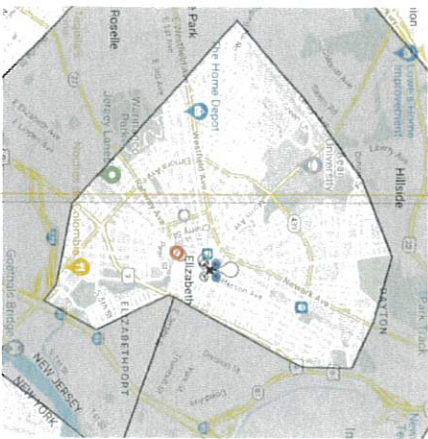
A call is considered cleared by the DFR Unit if there is sufficient evidence provided by the video feed that the call is no longer active.

ARRESTS: 13

1) UAS arrived on scene before first responders and the intel gathered led to the arrest. 2) UAS recorded video footage of the crime and this led to an arrest.

CASE STUDY - ELIZABETH PD, NJ

The following is a synopsis of Elizabeth Police Departments **first month of deployments** using Paladin's DFR system. They started with only **four days a week** on a **10 hour shift** controlling only **one UAS**. The following is the impact it had. On the second day of deployments, they made their first arrest directly attributed to the DFR program. They are also the first city with a **Class B BYLOS** waiver in the world.



Number of Calls

<1400 calls / week
Clearing 100+ / week with
Paladin DFR

Calls Cleared

The single drone is clearing
15-35% of daily 911 calls.

Number of Arrests

13+ arrests per week using
Paladin DFR

LTE Utility

1 Drone can cover entire city
Even buildings and trees,
BYLOS

PALADIN USE CASES

DFR allows for trained officers and dispatchers to analyze a situation and gather key intel before arriving, allowing them to provide emergency response more efficiently and effectively, making the job safer. All it takes is a few mouse clicks and a drone is dispatched overhead. Its simplicity and autonomy makes it a force multiplier while mitigating risks and human error.



POLICE



SHERIFF & STATE TROOPERS



FIRE



SECURITY



"To have that unit overhead providing valuable information, intelligence, can be a game changer as to making sure we have good outcomes."

Chief Ray Schultz,
Memorial Village PD



McDonough Police Dept, GA

McDonough Police Dept, GA
50 Lawrenceville St
McDonough, GA 30253
US

Paul Honcharik
phoncharik@mcdonoughga.org
678-414-8094

Ken Noble
knoble@mcdonoughga.org
770-957-1218

Reference: 20240515-075303687
Quote created: May 15, 2024
Quote expires: August 13, 2024
Quote created by: Alex Hoppe
Account Executive
alex.hoppe@paladindrone.io
+17042843485

Comments from Alex Hoppe

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a one (1) year term with the option to renew for two (2) additional twelve (12) month terms.

Products & Services

Item & Description	Quantity	Unit Price	Total
Advanced Package The Advanced Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, one (1) new M30T drone, one (1) new docking station, connectivity for one (1) drone to Watchtower Software, FAA and BVLOS Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements.	1	\$49,000.00 /year	\$49,000.00 /year for 1 year

Item & Description	Quantity	Unit Price	Total
Add-On Docking Station Package	1	\$35,000.00	\$35,000.00 / year
The Add-On Docking Station is an all-inclusive annual subscription fee which includes one (1) new docking station, one (1) new M30T drone, one (1) EXT Module, connectivity for one (1) docking station to Watchtower Software, connectivity for one (1) drone to Watchtower Software.		/ year	for 1 year
Annual subtotal			\$84,000.00
Total			\$84,000.00

Purchase terms

Questions? Contact me



Alex Hoppe
Account Executive
alex.hoppe@paladindrone.io
+17042843485

Paladin
11241 Richmond Ave
STE E102
Houston, Texas 77082
United States

PALADIN ORDER FORM

1. **Parties:** This Agreement ("Agreement") is entered into on **TBD** ("Effective Date"), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, "**Paladin**") and **TBD Customer Department**, with an address of **TBD Customer Address** (hereinafter, "**Customer**"); and collectively the "**Parties.**"
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, "Exhibit B").
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: TBD	Billing Frequency: Annually
Final Term End Date: 1 years after TBD	Payment Terms: Net 30 days
Pricing Package: TBD Package	Price: See Exhibit A

6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin's offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. See specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
12. **Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
15. **Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

- 16. Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.
- 17. Authority to Execute Agreement.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By: _____

Name: Divy Shrivatava

Title: CEO

TBD DEPARTMENT

By: _____

Name: _____

Title: _____

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A

PALADIN QUOTE

[See attached.]

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, "**Terms & Conditions**").

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the Initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of Delaware.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (see pg. 1, section 5).

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Paladin Order Form" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at <https://paladindrone.io/privacy-policy/>.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"Section number (#)" means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"Select Drones" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"Specifications" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Final Term End Date" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"Watchtower Products" means the Watchtower Software.

"Watchtower Software" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"Website" means the websites of Paladin Drones, Inc., the primary web page URL of which is <https://paladindrone.io/>.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause PaladIn irreparable injury and damage without a need to prove the same. To ensure the protection of such Information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., "**Service Suspension**"). Paladin will use commercially reasonable efforts to—

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a "train the trainer" model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin's software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., "COA") from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin's training shall consist of :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the Initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer's FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees ("Fees") set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

b. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE.** The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. **Equipment Provided to Customer**

a. **Conditional Ownership.** Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module; (2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. **Pricing:** Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. **Batteries:** Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. **Repairs:** Paladin warrants the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. **Delivery.** Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

- a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.
- b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.
- c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions.** Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

- a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key; Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.
- b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladin will reserve the discretion to make repairs despite noncoverage.
- c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.
- d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:
 1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
 2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
 3. The manufacturer's airworthiness limitations;
 4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
 5. Service Bulletins.
- e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.
- f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:
 - i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
 - ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

- iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
- iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (I.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
- v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have Implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

J. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

K. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

L. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR \$2,000,000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladin deems appropriate to remedy and avoid such events, Paladin cannot guarantee that such events will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. **PALADIN DOES NOT INDEMNIFY, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("THIRD-PARTY CLAIM") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.**

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim, and agrees to indemnify Paladin of Third-Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the

alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) Information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.

vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements, and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledge that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OR EQUIPMENT.

15. Waiver of Jury: ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of Delaware. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF DELAWARE OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. **Waiver.** No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update:** No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure.** Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

23. **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing.** Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

- a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;
- b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.
- c. **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License.**

- a. **Grant of License.** Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.
- b. **FAA Regulatory Waivers.** Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License.** Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

- a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's Insurance is not able to cover the full extent of the damages or claim that Paladin's Insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.
- b. Customer will maintain coverage with an aggregate limit of not less than \$2,000,000.00, per occurrence; and upon Paladin's request will provide proof.
- c. Paladin shall maintain coverage with an aggregate limit of not less than \$2,000,000.00 per occurrence.
- d. Subject to section "a" supra, Paladin's Insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.

- e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.
- f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.
- g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.
- h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use.** Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings**. The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation**. The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts**. This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality**. The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the terms and conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

38. **Attorney's Fees**. In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority**. Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C
Additional Terms and Conditions

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 11



Presented by: William VonDenBosch, Director

Public Works Department

ITEM SUMMARY:

Request approval for the purchase of one (1) solar-powered signboard for advertising events and road closures.

SPECIAL CONSIDERATIONS OR CONCERNS:

This will be a replacement for one damaged unit.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$21,438.35

FUNDING SOURCE:

Line Item: Small equipment 100-5.4210.53.1600

ATTACHMENTS:

- (1) Georgia Under Ground Supply Quote
- (2) Jet-Vac quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance – Approval provided



Georgia Underground Supply
5158-G Kennedy Road
Forest Park, GA 30297
(404) 675-7999

Quote

Page: 1

Order Number: 0404774
Order Date: 3/12/2024
Salesperson: SMT
Customer Number: 00-C_MCD50

City of McDonough
136 Keys Ferry Street
McDonough, GA 30253
United States

City of McDonough
136 Keys Ferry Street
McDonough, GA 30253
United States

Confirm To: Gary Barham

Customer P.O.	Ship VIA	F.O.B.	Terms			
	BEST WAY	Origin	Net 30			
Item Number	Unit	ORD	SHIP	B/O	Price	Amount
Z Q	WHSE: 000 EACH	1.00	0.00	0.00	21,438.3500	21,438.35
SOLAR POWERED PCMS						
EA						

MB Standard 126"x76" Case 27x48 Pixel Full Matrix
EZ Fold 160 Watt Solar Array Default Font Power Miser
4 Standard Flooded Batteries
Battery Charger 45amp 115VAC 50/60 Hz
2" Ball Coupler
USA w/ Cellular & GPS Lifetime Service
No Brakes
Secure 4-Battery Hold-Down

*Small Equipment
100-5.4210.53.1600*

includes freight to 30297. req by William. Thanks. Steve
Due to volatility in our supply chain, quoted prices may increase at the time of shipment. Should this occur, we will notify you prior to shipment of your order.
Due to rising costs and volatile lead times, Georgia Underground can only honor this quote for 1 week after issued unless otherwise specified. All clerical, typographical, and mathematical errors are subject to correction.

TOTAL WEIGHT 0.00 LBS

Net Order:	21,438.35
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	21,438.35



Date: 03/18/2024

Quoted To:

City of McDonough
Attn: Accounts Payable
305 Racetrack Road
McDonough GA 30252

Location: ATLANTA

Quote Number: Q00571

Expiry Date: 04/17/2024

Salesperson: ROB SPILLER

(678) 525-7938

rob@jet-vac.com

Responsible: AMBER WILLIAMS

(803) 848-1138

amber@jet-vac.com

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

NEW WTMMA(A)

WancoFullSizeMatrixMessageBoardwithHydraulicLift
(DisplaySize:75inx138in) Fullmatrixdisplay-18indefault
fontsize,variablefont sizes, full
rangeofMUTCDgraphics-One130-wattsolar
panel-Four6voltDeepCyclebatteries,400Ahtotal
capacity-15ampcharger-Telescopinghydraulictower
with360-degreerotation-InternalTouch-screensign
controller-Orangepowder-coat
finish-2inBallhitchRemovabledrawbar-Galvanizedswivelbaseandt
owerHighDensityPolyethyleneFenders
4GWancoModemwithGPSpackage(Verizononly,10
YearService),5yarranty
FREIGHT

22,744.00

Selling Price: 22,744.00

Tax:

Net Selling Price: 22,744.00

Accepted by:

Prepared by:

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 12



Presented by: Director William VonDenBosch

Public Works - Water/Sewer

ITEM SUMMARY:

Request approval for the Mayor to sign the IGA with Henry County to pave Bridges Road.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total Cost: Not to exceed \$375,000.00

FUNDING SOURCE:

Line Item: LMIG

ATTACHMENTS:

Intergovernmental Agreement Between Henry County and the City of McDonough for Bridges Road repaving

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

☐ Fire

☐ Stormwater

☐ Highway and Streets

☐ Main Street

☐ Water Distribution

☐ Human Resources

☐ Police

☐ Water/Sewer Operations

☐ Community Development

☐ Technology Services

☐ Other

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HENRY COUNTY AND THE CITY OF MCDONOUGH**

This Intergovernmental Agreement ("IGA") is entered into on this ____ day of _____, by and between Henry County, Georgia, a political subdivision of the State of Georgia, (hereinafter, "County" and the City of McDonough, also a political subdivision of the State of Georgia, (hereinafter, "City").

RECITALS

- WHEREAS,** Bridges Road located within the City limits of McDonough within the County limits; and
- WHEREAS,** SPLOST V was approved by the voters in November 2019; and
- WHEREAS,** Bridges Road is located fifty percent (50%) within the City limits of McDonough and fifty percent (50%) is located within the County limits; and
- WHEREAS,** the City and the County desire to both contribute financially to the resurfacing of Bridges Road; and
- WHEREAS,** by execution of the Intergovernmental Agreement, the City agrees to contribute fifty percent (50%) of the costs for the Project, for a total sum not to exceed three hundred seventy five thousand (\$375,000.00); and

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

ARTICLE I: DUTIES

A. County's Duties:

1. The County agrees to provide the bid specifications and bid letting for the Work.
2. The County shall enter an agreement with a contractor to perform the requisite construction for the resurfacing of Bridges Road
3. The County agrees to handle prior local resident work notification within their respective county as they deem appropriate.

B. City's Duties

1. The City's total cost share and obligation for the resurfacing of Bridges Road shall not exceed three hundred seventy five thousand (\$375,000.00) (said obligation referred to as the "City's Total Cost Share"). The City shall pay to the County fifty percent

(50%) of the monthly amounts invoiced to the County for the Project, up to and until the City's Total Cost Share is reached. The County shall submit to the City monthly invoices evidencing the City's monthly share of any invoiced Project costs.

2. The City agrees to handle prior local resident work notification within their respective city as they deem appropriate.

ARTICLE II: AMENDMENT

Either party may initiate a request for modification to the Agreement. Such modifications shall be in writing. This agreement constitutes the entire agreement between the parties, and actions by parties other than those identified or designated within the Agreement, shall not serve to bind, or incur liability on behalf of either party.

ARTICLE III: NOTICE

Official notices and correspondence to the County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the following:

Henry County
Attention: Cheri Matthews
County Manager
140 Henry Parkway
McDonough, GA 30253

Official notices and correspondence to the City shall be delivered in person, transmitted by regular mail or certified mail, postage prepaid to the following:

City of McDonough, GA
Attention: Mayor Sandra Vincent
136 Keys Ferry Road
McDonough, GA 30253

ARTICLE IV: GENERAL CONDITIONS

- A. Entire Agreement: This agreement constitutes the sole agreement between the parties. No representations oral or written, not incorporated herein, shall be binding to the parties.
- B. Severability: In the event any provision of this agreement is held to be unenforceable for any reason, the remainder of the agreement shall be in full force and effect and enforceable in accordance with its terms.
- C. Georgia Law Governs: This agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.
- D. Venue: This agreement shall be deemed to have been made and performed in Henry County, Georgia. For the purpose of the venue, all suits or causes of action arising out of this agreement shall be brought in the courts of Henry County, Georgia.

IN WITNESS THEREFORE, parties have hereunto set their hands and affixed their seals the _____ day of _____, 20____.

Henry County, Georgia

City of McDonough, Georgia

Carlotta Harrell, Chair
Board of Commissioners

Mayor Sandra Vincent
City of McDonough

ATTEST:

ATTEST:

Stephanie Braun
Clerk of Commissioners
(Affix County Seal)

Christy Taylor, Clerk
City of McDonough
(Affix Corporate Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Serena Nowell
Henry County Attorney

Emilia Walker
City of McDonough Attorney

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 13



Presented by: Deborah Upshaw

Finance Department

ITEM SUMMARY:

Request adoption of a Budget Amendment Resolution to Amend the FY 2023-2024 Budget for approved transactions in the various funds.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Increases budgeted revenue and expenditure pertaining to operational cost for the Budget for FY 2023-2024.

FUNDING SOURCE:

N/A

ATTACHMENTS:

Exhibit A

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

**STATE OF GEORGIA
CITY OF MCDONOUGH**

RESOLUTION NO. 24-06-17

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH,
GEORGIA AMENDING THE FISCAL YEAR 2023-2024 BUDGET; ADJUSTING,
RECLASSIFYING, AND CORRECTING CERTAIN REVENUES AND EXPENDITURES, BY
FUND, AS REFLECTED IN THE SCHEDULE OF BUDGET AMENDMENTS:**

WHEREAS, The Mayor and Council of the City of McDonough approved transactions and budget adjustments that effect the Annual Budget Document of the City for fiscal year 2023-2024;

WHEREAS, The Annual Budget Document should be amended to reflect the adjustments, reclassifications, and corrections approved by the Mayor and Council of the City of McDonough;

WHEREAS, The Code of Ordinances of the City of McDonough requires amendments to the Annual Budget Document by made by Resolution;

WHEREAS, State law authorizes the City to amend its budget in order to adapt to changing governmental needs, under O.C.G.A. § 36-81-3(d).

NOW, THEREFORE BE IT RESOLVED, as follows:

Section 1. The City of McDonough Budget for the Fiscal Year ending June 30, 2024, is hereby amended to reflect the fund-level adjustments, reclassifications, and corrections as specifically set out in the attached Exhibit "A."

Section 2. All resolutions, ordinances or portions thereof in conflict with the provisions of this Resolution are hereby repealed.

Section 3. This Resolution shall become effective immediately upon adoption.

SO RESOLVED this 17th day of June 2024.

CITY OF MCDONOUGH, GEORGIA

Sandra Vincent, Mayor

Attest: _____
Christy L. Taylor, City Clerk

**STATE OF GEORGIA
CITY OF MCDONOUGH**

RESOLUTION NO. 24-06-17.1

A Resolution of the Mayor and Council of the City of McDonough, Georgia, adopting the **Fiscal Year 2024-2025 budget at \$78,136,898**; appropriating revenues for specified purposes, functions and activities by fund for the budget period; and for other purposes. The City is required to adopt and operate under an annual balanced budget pursuant to state and local law;

WHEREAS, the City Administrator has prepared a proposed budget for the ensuing fiscal year;

WHEREAS the proposed budget has been submitted to the Mayor and Council for their review prior to the enactment of this resolution, and a copy of the proposed budget was posted at City Hall and on the City's website;

WHEREAS the notice of proposed budget and the schedule of the required budget hearing was duly advertised in the *Henry Herald* via a display advertisement published on Saturday, May 25, 2024.

WHEREAS the required public hearing concerning the budget was held on June 17, 2024; at 10:00 a.m., at that meeting Mayor and Council requested another public hearing to be held on June 17, 2024, during Council Meeting starting at 6:00 pm and it was held at that time and date,

NOW THEREFORE BE IT RESOLVED, as follows:

Section 1. The Annual Operating Budget for the Fiscal Year 2024–2025, beginning July 1, 2024, and ending June 30, 2025, is hereby approved in the form attached hereto and incorporated herein. Appropriation is hereby made of those revenues shown in the attached budget for the specific purposes, functions and activities, by fund.

Section 2. A copy of the 2024–2025 Annual Operating Budget shall at all times be on file in the office(s) of the City Administrator and the City Clerk of the City of McDonough and shall be a part of the public records for the City of McDonough.

Section 3. The 2024–2025 Annual Operating Budget shall become effective at 12:01 a.m. on July 1, 2024.

SO RESOLVED this 17th day of June 2024.

CITY OF MCDONOUGH

Sandra Vincent, Mayor

Attest: _____
Christy L. Taylor, City Clerk

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 14



Presented by: Deborah Upshaw, Interim Director

Finance Department

ITEM SUMMARY:

Presentation of the Proposed FY 2024/2025 Budget and Public Hearing; and the adoption of the Resolution 24-06-17.1.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

N/A

ATTACHMENTS:

OTHER DEPARMENTAL REVIEW NEEDED:

☐ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☐ Finance

☐ Fire

☐ Stormwater

☐ Highway and Streets

☐ Main Street

☐ Water Distribution

☐ Human Resources

☐ Police

☐ Water/Sewer Operations

☐ Community Development

☐ Technology Services

☐ Other

**STATE OF GEORGIA
CITY OF MCDONOUGH**

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WHEREAS, the City Administrator has prepared a proposed budget for the ensuing fiscal year;

WHEREAS the proposed budget has been submitted to the Mayor and Council for their review prior to the enactment of this resolution, and a copy of the proposed budget was posted at City Hall and on the City's website;

WHEREAS the notice of proposed budget and the schedule of the required budget hearing was duly advertised in the *Henry Herald* via a display advertisement published on Saturday, May 25, 2024.

WHEREAS the required public hearing concerning the budget was held on June 17, 2024; at 10:00 a.m., at that meeting Mayor and Council requested another public hearing to be held on June 17, 2024, during Council Meeting starting at 6:00 pm and it was held at that time and date,

NOW THEREFORE BE IT RESOLVED, as follows:

Section 1. The Annual Operating Budget for the Fiscal Year 2024–2025, beginning July 1, 2024, and ending June 30, 2025, is hereby approved in the form attached hereto and incorporated herein. Appropriation is hereby made of those revenues shown in the attached budget for the specific purposes, functions and activities, by fund.

Section 2. A copy of the 2024–2025 Annual Operating Budget shall at all times be on file in the office(s) of the City Administrator and the City Clerk of the City of McDonough and shall be a part of the public records for the City of McDonough.

Section 3. The 2024–2025 Annual Operating Budget shall become effective at 12:01 a.m. on July 1, 2024.

SO RESOLVED this 17th day of June 2024.

CITY OF MCDONOUGH

Sandra Vincent, Mayor

Attest: _____
Christy L. Taylor, City Clerk

AGENDA ITEM SUMMARY
July 17, 2024, City Council Meeting
Item Number: 15



Presented by: Brian Linton

Technology Services Department

ITEM SUMMARY:

Request for approval to upgrade Community Development's Permitting, Inspections, and Business license applications by Tyler Technologies for a one-time set up and configuration cost of \$131,800.00, with a recurring annual maintenance fee of \$59,348.00, for three years.

SPECIAL CONSIDERATIONS OR CONCERNS:

This upgrade will allow developers to apply for Permits and business Licenses via a web browser instead of coming onsite. The Building Inspectors will be able to do inspections from a tablet with a Wi-Fi connection utilizing an app which will save them from coming back to the office to input their finding into the system.

STAFF RECOMMENDATION:

Staff recommends moving to the platform.

FINANCIAL IMPACT:

\$131,800.00 – initial set up and configuration costs
\$ 59,348.00 - annual maintenance fee, for three years

FUNDING SOURCE:

Line Item: 100-5.1535.54.2599 Capital Outlay

ATTACHMENTS:

Tyler Technologies quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

X_Finance



Sales Quotation For:

City of McDonough
136 Keys Ferry St
McDonough GA 30253-3213
Phone: +1 (770) 957-3915

Quoted By:

Quote Expiration:

Quote Name:

Garth Magness

9/16/24

Passing

Tyler Purchase

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		\$ 192	10	\$ 23,000
Enterprise Permitting & Licensing Foundation		\$ 1,333	1	\$ 16,000
Business Management Suite		\$ 667	1	\$ 8,000
Community Development Suite		\$ 667	1	\$ 8,000
Enterprise Permitting & Licensing Extensions				
eReviews		\$ 1,000	1	\$ 12,000
Decision Engine		\$ 580	1	\$ 6,960
				\$ 73,960
Sub-Total:				\$ 14,792
Less Discount				
TOTAL	3.00			\$ 59,168

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Custom Forms/Letters	1	\$ 3,000	\$ 3,000	\$ 0
Data Conversion Services	120	\$ 250	\$ 30,000	\$ 0
End User Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
Integration Services	40	\$ 200	\$ 8,000	\$ 0
Professional Implementation Services - Onsite	80	\$ 225	\$ 18,000	\$ 0
Professional Implementation Services - Remote	326	\$ 200	\$ 65,200	\$ 0
Project Management Services - Remote	98	\$ 200	\$ 19,600	\$ 0
Solutions Orientation Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
Sub-Total:			\$ 161,800	
			\$ 30,000	
			\$ 131,800	\$ 0

Payments

Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise Permitting & Licensing									
Enterprise Permitting & Licensing Payments		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments		3.95%	\$ 2.50				X	X	

Payments - Other Fees	
Enterprise Permitting & Licensing	
Credit Card Chargebacks	\$ 15.00

Payer Card Cost
Credit Card Chargebacks
 Per card transaction with Visa, MasterCard, Discover, and American Express.
 If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 0	\$ 180	\$ 0	\$ 180
Hardware							
Payments Lane 3000 Terminal Purchase	1	\$ 419	\$ 0	\$ 419	\$ 0	\$ 0	\$ 0

TOTAL

\$ 419

\$ 180

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 59,168
Total Services	\$ 131,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 419	\$ 180
Summary Total	\$ 132,219	\$ 59,348
Contract Total	\$ 309,903	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

The client has purchased the standard pre-configured version of the Tyler software which offers commonly used case types, work classes, and reporting tools. This configuration includes GIS-driven permitting, planning, and code functionality sold by departmental function and designed to reduce implementation time and effort.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services.

Tyler's implementation team is primarily responsible for the following tasks:

- Training EPL functionality in the contracted packages
- Training, best practice, and consultation in software configuration for the Civic Access application
- Establishing EPL and Civic Access connections to the client-published GIS map services and configuration of EPL's Live Link component
- Establishing connection and verifying data exchange between Executive Insights and EPL.
- System configuration and validation of core Enterprise Permitting & Licensing functionality including global settings and preliminary user roles
- System configuration of Payments for EPL and Civic Access or enablement of electronic payments based on client-supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
- System configuration of Client-provided business functional requirements, including:

- Fee schedule
- Inspections
- Reviews
- Hearings and meetings
- Violations for Code Enforcement Cases
- Custom fields required for fee calculations
- Configuring Tyler's standard Dynamic Reports
- Occupational Taxes
- Non-GIS based Impact Fees
- System configuration and validation of the following Tyler-to-Tyler product integrations:
 - Incode Financials

The client's subject matter experts (SMEs) should be made available at periods throughout the implementation as identified and agreed upon by the joint project team during the creation of the project plan to provide business requirements and perform validation in addition to time scheduled with the Tyler team.

The client's SMEs are primarily responsible for the following tasks:

- Delivery of Tyler requested documentation such as inspections, fee schedules, code violations, etc.
- Adaptation of client business processes to fit the provided solution
- Ongoing User and User Role configuration
- Validation of system configuration based on the supplied business functional requirements
- Validation of data conversion
- Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)
- GL Account administration within Fee Structures

The implementation methodology will leverage the following pre-configured case types in Tyler's EPL database:

Building Permit Templates	
Building (Commercial)	Accessory Structure
Building (Commercial)	Addition
Building (Commercial)	Alteration, Remodel, Repair
Building (Commercial)	Concrete Work
Building (Commercial)	Demolition
Building (Commercial)	Fence
Building (Commercial)	Foundation Only
Building (Commercial)	New Construction
Building (Residential)	Accessory Structure

Building (Residential)	Addition	
Building (Residential)	Alteration, Remodel, Repair	
Building (Residential)	Concrete Work	
Building (Residential)	Fence	
Building (Residential)	Foundation Only	
Building (Residential)	Manufactured Home	
Building (Residential)	Modular Home	
Building (Residential)	New Construction	
Building (Residential)	Relocation	
Certificate of Occupancy	Certificate of Occupancy	
Certificate of Occupancy	Temporary Certificate of Occupancy	
Clearing and Grading	Commercial	
Clearing and Grading	Residential	
Electrical (Commercial)	Alteration, Remodel, Repair	
Electrical (Commercial)	New Construction	
Electrical (Commercial)	Service Change	
Electrical (Commercial)	Sign	
Electrical (Commercial)	Temporary	
Electrical (Residential)	Alteration, Remodel, Repair	
Electrical (Residential)	New Construction	
Electrical (Residential)	Service Change	
Electrical (Residential)	Temporary	
Mechanical (Commercial)	Alteration, Remodel, Repair	
Mechanical (Commercial)	HVAC Changeout	
Mechanical (Commercial)	New Construction	
Mechanical (Residential)	Alteration, Remodel, Repair	
Mechanical (Residential)	HVAC Changeout	
Mechanical (Residential)	New Construction	
Plumbing (Commercial)	Alteration, Remodel, Repair	
Plumbing (Commercial)	New Construction	
Plumbing (Commercial)	Pool	
Plumbing (Commercial)	Water Heater	
Plumbing (Residential)	Alteration, Remodel, Repair	
Plumbing (Residential)	New Construction	
Plumbing (Residential)	Pool	
Plumbing (Residential)	Water Heater	
Pool (Commercial)	Above Ground	

Pool (Commercial) In Ground
Pool (Residential) Above Ground
Pool (Residential) In Ground

Planning Application Case Types

Abandonment Easement
Abandonment Right of Way
Annexation Annexation
Annexation Deannexation
Appeal Board of Administrative Review
Appeal Board of Zoning Appeals
Appeal Council

Appeal Planning Commission

Business License Review Business License Review
CEQA CEQA

Home Occupation Home Occupation

Land Use Conditional Use
Land Use Special Use
Land Use Temporary Use

Lot Line Adjustment Lot Line Adjustment

Planned Unit Development Final PUD

Planned Unit Development Preliminary PUD

Pre-Application Review Pre-Application Review

Professional License Review Professional License Review

Rezone Map Amendment

Rezone Text Amendment

Rezone Text/Map Amendment

Standard Building Plan Standard Building Plan

Subdivision Plat Final Plat

Subdivision Plat Preliminary Plat

Variance Major Variance

Variance Minor Variance

Zoning Confirmation Zoning Confirmation

Code Enforcement Case Types

Code Enforcement Accessibility

Code Enforcement Animals

Code Enforcement	Building
Code Enforcement	Fire
Code Enforcement	Health and Sanitation
Code Enforcement	Property Maintenance
Code Enforcement	Stormwater
Code Enforcement	Vegetation
Code Enforcement	Zoning

Business License Types	Classifications Identified in Jurisdiction Application
General Business License	
Alcohol License	

Permissible modifications to Tyler’s Pre-configured Case Types during implementation include:

Building Permit Case Types addition or modification of:

- Reviewers for submitted plan sets and applications
- Inspection Types

Planning Applications Case Types addition or modification of:

- Hearing names
- Meeting names
- Reviews of Staff Reports or similar items
- Notices

Code Enforcement Case Types addition or modification of:

- Violations
- Hearing names
- Meeting names

Business License Case Types Addition or modification of:

- License Type names or license Classification Names
- May select from the two following standard workflows
 - Simple – does not contain a review process

- Advanced — contains a review process
- Renewal Cycles

For all the pre-configured case types listed above, Tyler will ensure that fees are appropriately configured. Please note that pre-configured case types will share workflow templates and custom field layout templates, and it will be at the discretion of Tyler to determine whether the template will need to be revised or modified further than what is listed above. Any case types that are not included in the list above would be considered out of scope and would require the client to go through Tyler's change control process.

Archive Conversion - The Client will provide Tyler with 1 legacy data source [Source Type or name] containing the Permitting, Planning, Inspection, and Code enforcement data of the legacy system. Tyler will use the legacy data to populate the Data Conversion Template database in preparation for building the conversion utility. Once the Data Conversion Template database has been populated, Tyler will produce the mapping document to provide to the Client to match their Legacy Data to new Licensing fields due to Licensing Renewal Policies. Tyler will also produce the mapping document to provide to the client to match their Legacy Data to the standard pre-configured Legacy Case type per module [Permitting, Planning, and Code Enforcement]. The client approved mapping document will be used within the standard conversion utility. There will be a total of 1 conversion passes, 1 mock go-live conversion pass, and 1 go-live conversion pass as a scope to this implementation.

The client will select from Tyler's library of standard Automation Events and Geo-rules to be enabled for production.

Automation Events are defined by:

Intelligent Objects (IO) — key component for automatically and reactively triggering the generating of emails, alerts, and other notifications.

Intelligent Automation Agent (IAA) — a tool designed to automate a task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a windows services sweeps the EPL system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

Geo Rules are defined by:

An automation event that is triggered by a condition configured around the source ESRI geodatabase.

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio

Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client. Further pricing detail is upon request.

Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.

Report Development

There are no custom reports in the scope of this implementation. The client will have access to Tyler's standard reports, and reporting tools within the application for the applicable modules. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Trainings included as a part of this implementation are:

Solutions Orientation Training:

Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Discover some of the software capabilities available for the pre-configured case types
- Improve communication between Tyler and the client through software knowledge

End User Training:

The last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered accurately. After End User Training, it is recommended to include trainings for staff/others on their business process on a continuous basis performed by the client SMEs.

Optional Training to be conducted post go-live:

Configuration Training: During this training, the trainer will teach configuration functionality that will allow the client to maintain and mature the product as the grow to learn more while in production. We want to ensure that the client has a resource that is ready to assist in the overall administrative process post go-live. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards

AGENDA ITEM SUMMARY
June 17, 2024, City Council Meeting
Item Number: 16



Presented by: Andrew Baker

Department: Community Development Department

ITEM SUMMARY:

The request for Case #240402 (Calliope Crossing/fka Crown Summit) is for a zoning modification of certain zoning conditions per ORD #04-03-01009(Z) & ORD #05-03-21001(Z) for Parcels #090-01022000, #090-01023000 & #105-01035000. The location is McDonough Pkwy., in the 2nd Council District (Jamal Burt).

SPECIAL CONSIDERATIONS OR CONCERNS:

Said application is to be processed following schedule herein:

- 5/14/2024 Municipal Planning Commission Workshop
- 6/6/2024 City Council Workshop
- 6/11/2024 Municipal Planning Commission Public Review
- **6/17/2024 City Council Public Hearing & Vote**

STAFF RECOMMENDATION:

MPC

Ricky Beauchamp made a motion to postpone the item until the July 9, 2024, Planning Commission meeting. Brian Shuler seconded.

Vote: 4-0 (Unanimous): **MOTION PASSED**

CDD – Staff recommends deferral.

FINANCIAL IMPACT: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

- ORD #24-06-17001(ZM)
- P/Z Final Staff Report

OTHER DEPARTMENTAL REVIEW NEEDED: YES

Refer to Final Staff Report



City of McDonough, GA

Community Development Department

Rezoning Staff Report

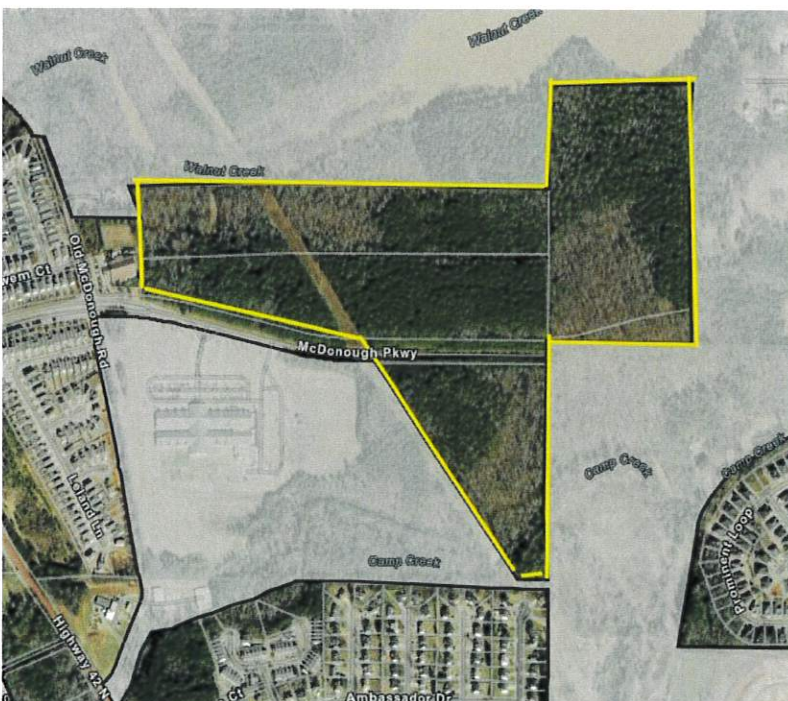
For Recommendation Only

Case Petition:	240402
Applicant:	Joshua Williams of McDonough Parkway Atlanta, LLC
Project Name:	Calliope Crossing
Address/Location	McDonough Pkwy.
Parcel(s)	#090-01022000, #090-01023000 & #105-01035000
Council District :2	Jamal Burt
Request:	Zoning Modification for certain zoning conditions
Land Lot District:	90, 91 & 92 of the 7 th District
Tract Size:	Approximately 71 +/-

Meetings:	
5/14/24	Planning Commission Workshop
6/6/24	City Council Workshop
6/11/24	Planning Commission "Public Review"
6/17/24	City Council "Public Hearing"

Background Information:

The current zoning for the property is R-75/R-50 (Single-Family Residential) with conditions per ORD #04-03-01009(Z) & ORD #05-03-21001(A)(Z).



North Boundary

Zoned: County
Land Use: Walnut Creek

East Boundary

Zoned: County
Land Use: Residential

South Boundary

Zoned: R-75
Land Use: Residential

West Boundary

Zoned: R-50
Land Use: Residential & School (County)



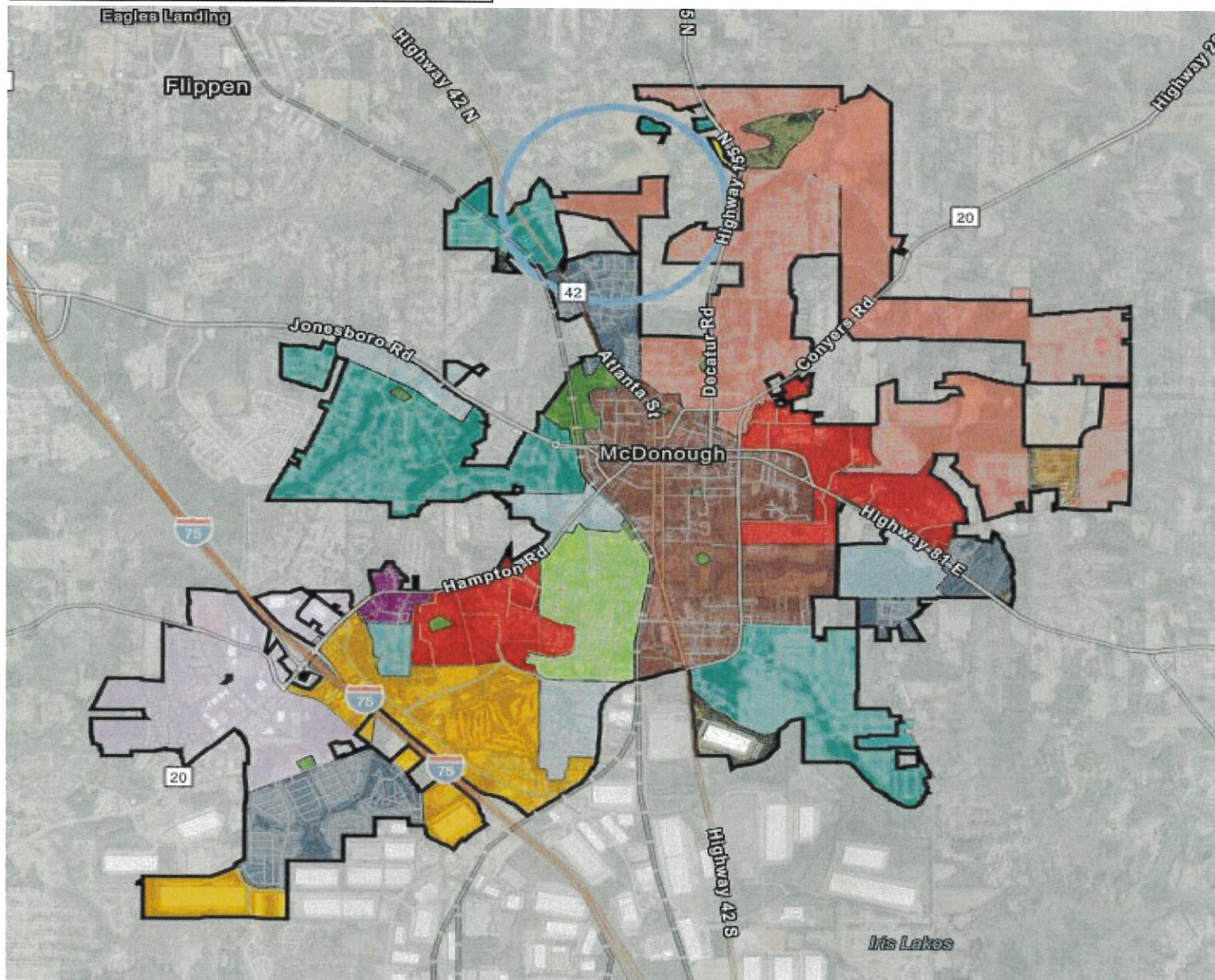
City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Future Land Use Map



Parcels	Greenspace	TCU	Office Park
City Limits	Highway Activity Center	Town Center	Regional Activity Center
Estate Residential	Institutional/Public	Traditional Neighborhood Development	Gateway Industrial
Suburban Residential	Suburban Mixed Use		



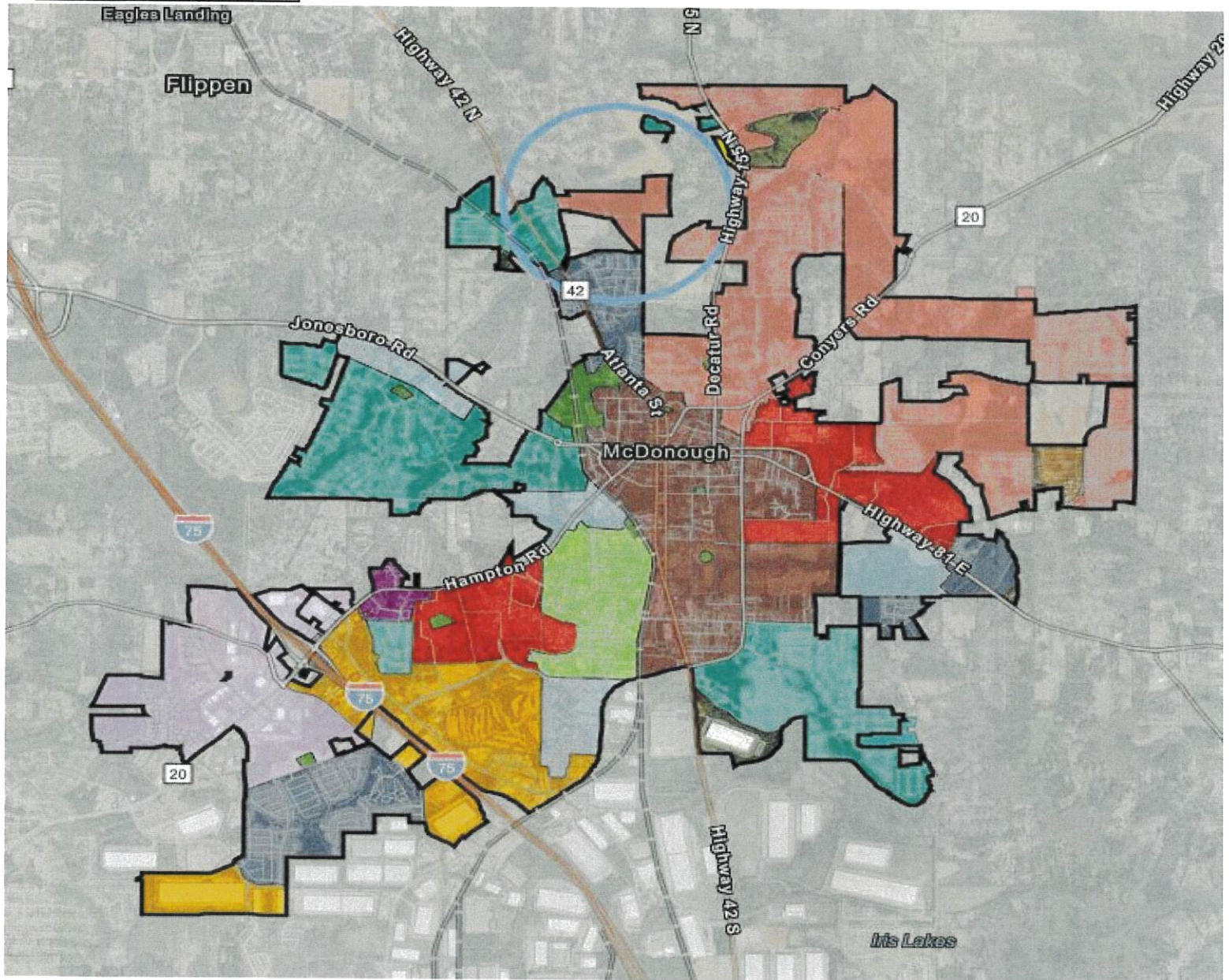
City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Zoning Map



Parcels	C-2/M-1	C-3M-1/R-50	M-1	O-I w/conds & M-1	R-75/R-85	RA-200	Outside City
City Limits	C-2/RCD/RM-75	C-3/R-50	M-1/R-100	R-100	R-75/R-85/RM-75/RA-200	RGP	
Zoning Classifications	C-2/RTD	C-3/RA-200	M-1/RA-200	R-50	R-75/RA-200	RGP/R-50	
C-1	C-3	C-3/RCD	M-2	R-50/RA-200	R-75/RGP	RM-75	
C-1/RA-200	C-3/C-2	C-4	MCDZ	R-75	R-75/RTD	RM-75CU	
C-2	C-3/M-1	FUTURE R/W	O-I	R-75/R-50	R-85	RTD	



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Staff Analysis:

Section 17.104.048 Standards of Review for Rezoning

▶ Isolated District	No
▶ Possible overtaxing load on public facilities	No
▶ Cost increase to the City (<i>Public Utilities, schools streets, other public safety measures</i>)	No
▶ Impact on environment	No
▶ Amendment will be a deterrent to adjacent properties	No
▶ Current zoning may be used for the purpose intended	Yes
▶ Property to stay compatible with adjacent properties	Yes
▶ Property is consistent with FLUM	Yes
▶ Any character change to the Zoning District	No
▶ Does the amendment follow the zoning regulations	Yes
▶ Applicant submitted all information	Yes
▶ Any impact to neighboring residential properties	No
▶ Buffers have been adhered to	Yes



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Professional Staff (City/Henry County/State) Analysis:

Department Name: McDonough Police

Comments: Not a reviewing agency.

Department Name: McDonough Fire

Comments: Approval based on review for code compliance.

Department Name: Building & Inspections

Comments: Approval based on review for code compliance.

Department Name: City Engineer

Comments: Approval based on review for code compliance.

Department Name: Public Works

Comments: No initial comments returned – official plan review required.

Department Name: Stormwater

Comments: No initial comments returned – official plan review required.

Department Name: Water Distribution

Comments: No initial comments returned – official plan review required.

Department Name: Water/Sewer Operations

Comments: Not a reviewing agency.

Department Name: HC Water & Sewer

Comments: Not a reviewing agency.

Department Name: HCDOT

Comments: Not a reviewing agency.

Department Name: HCBOE

Comments: Not a reviewing agency.

Department Name: HC GIS

Comments: Not a reviewing agency.



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Not Desirable Plan





City of McDonough, GA

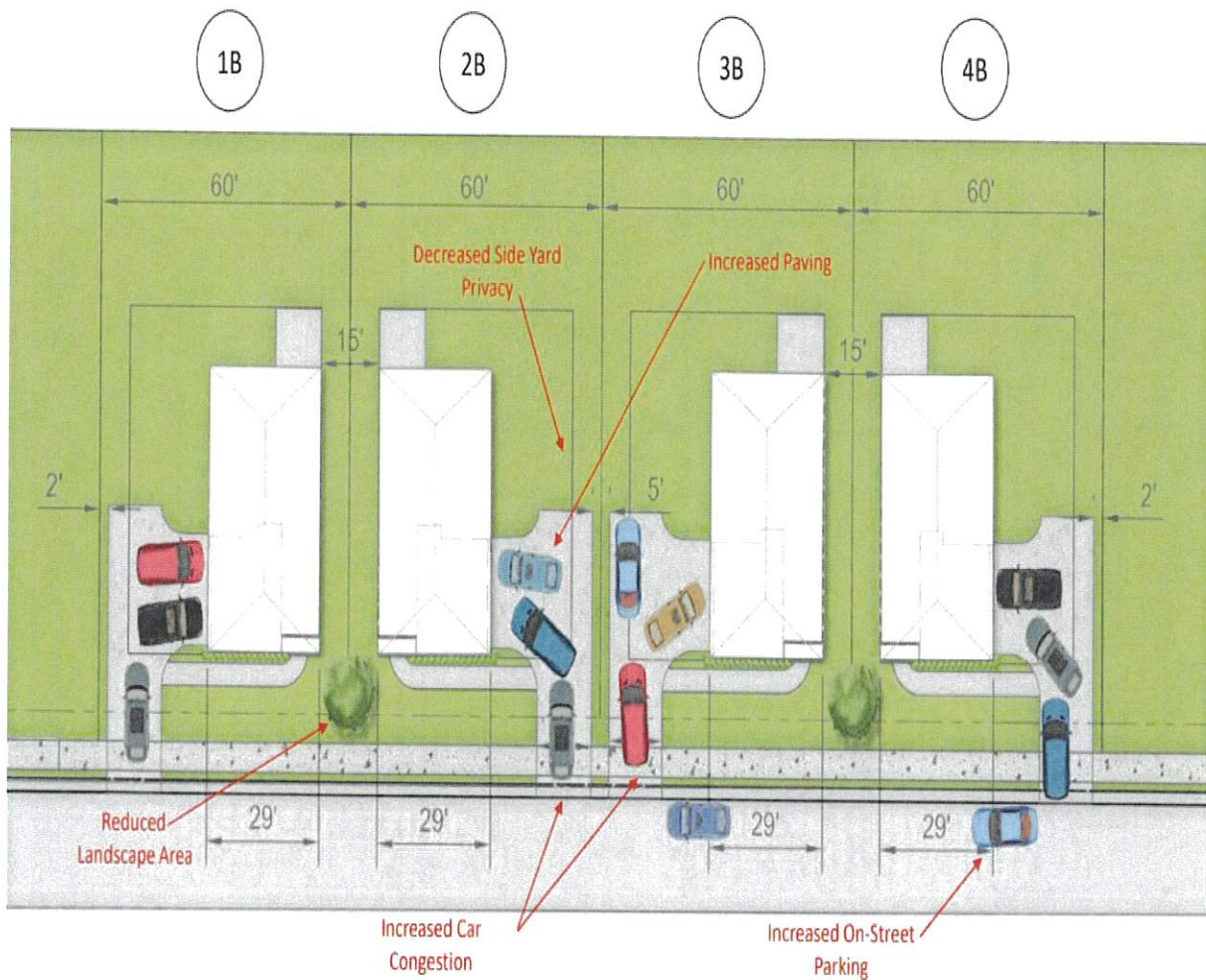
Community Development Department

Rezoning Staff Report

For Recommendation Only

Concept Plan

Garage Location Issues for Side Entry

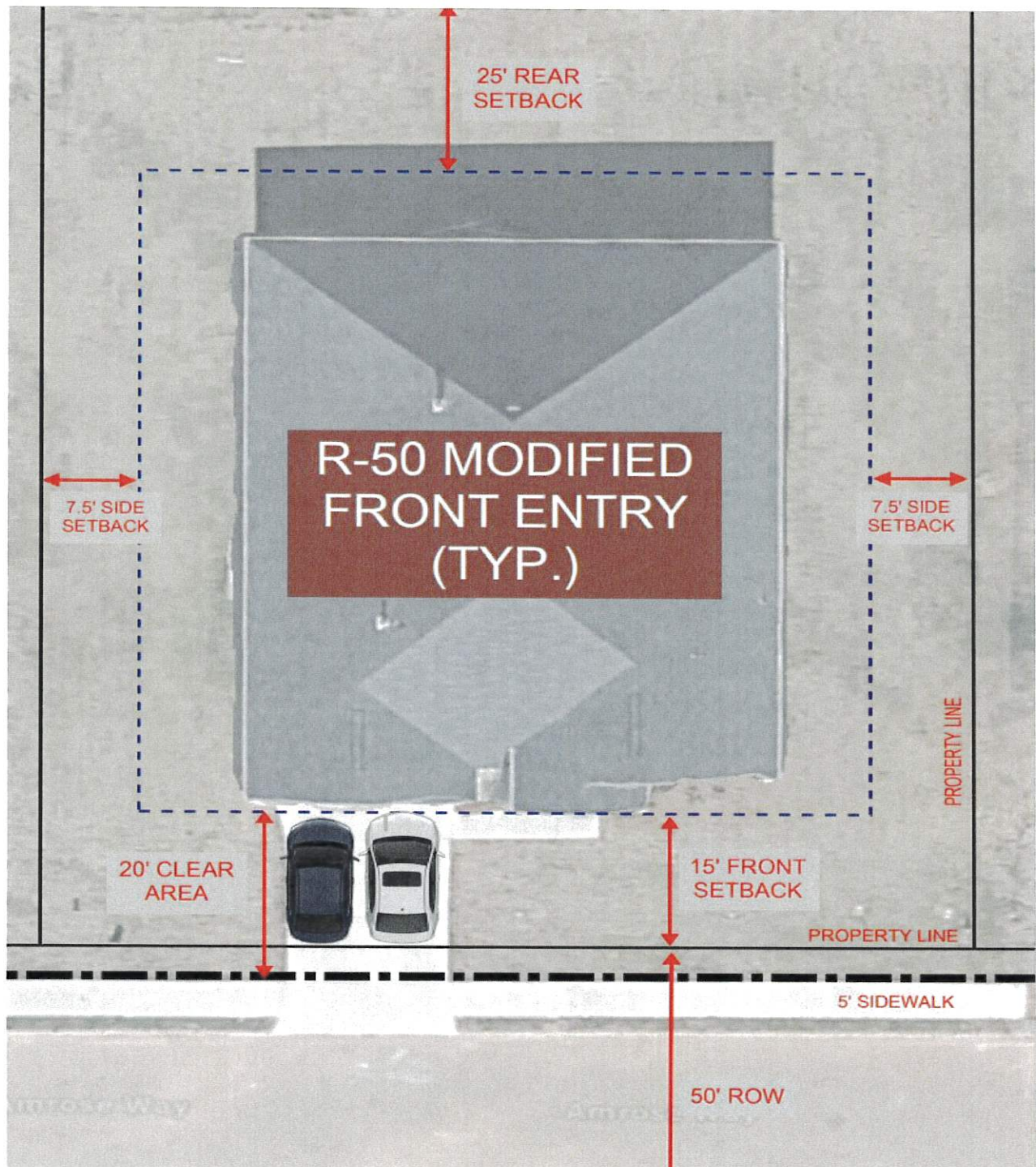




City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Concept Plan

MODIFIED R-50: 15' FRONT SETBACK





City of McDonough, GA

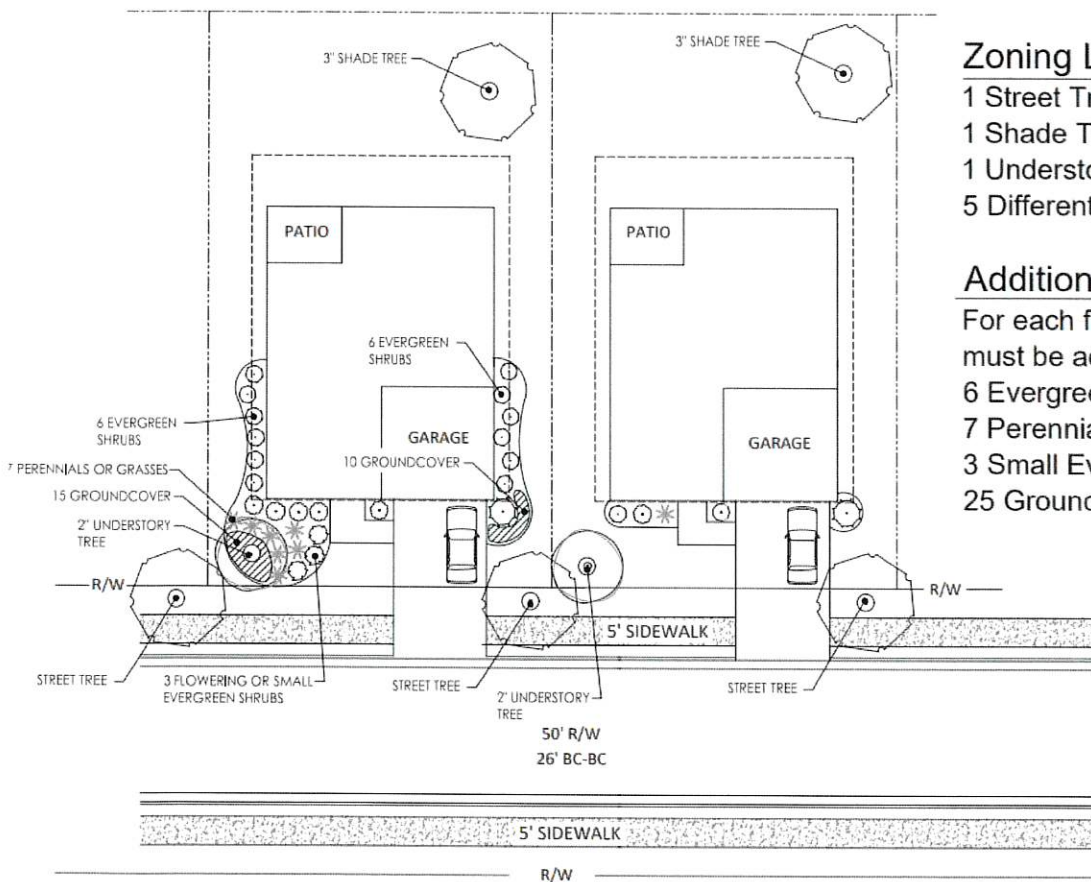
Community Development Department

Rezoning Staff Report

For Recommendation Only

LANDSCAPE ENHANCEMENT PLAN

ZONING LANDSCAPE PLAN



Zoning Landscape Plan:

- 1 Street Tree
- 1 Shade Tree
- 1 Understory Tree
- 5 Different Variety Shrubs

Additional Requirements:

For each front entry built under 50%, the following must be added to the standard landscape plan:

- 6 Evergreen Shrubs along each side
- 7 Perennials or Grasses
- 3 Small Evergreen or Flowering Shrubs
- 25 Groundcovers

60' X 100' LOTS



City of McDonough, GA
Community Development Department
Rezoning Staff Report
For Recommendation Only

Staff Analysis/Background

This is a major modification to a condition of rezoning. The applicant is requesting to modify condition number 6:

Request modification of existing side entry requirements of 50% (99 lots) down to 24% (47 lots). Due to the width of the approved lots, it appears that only the corner lots are large enough to meet the requirements of the condition. The applicants claims to have spoken with multiple builders and has determine that no dwelling unit design has been found that is compatible with current market demands.

In order to compensate for the modification, the applicant proposes to

- (1) modify the front setback to 15 feet for all interior front entry R-50 lots (an increase of 5ft).
- (2) Modify the rear setback from 30 feet to 25 feet for all interior front entry R-50 lots.
- (3) All front entry R-50 lots shall have additional landscaping to enhance the curb appeal along the street frontages. (Six evergreen shrubs along each lot, seven perennials or grasses, three small evergreen or flowering shrubs, 25 groundcovers)



City of McDonough, GA

Community Development Department

Rezoning Staff Report

For Recommendation Only

Infrastructure:

Water Service:	City of McDonough
Sewer Service:	City of McDonough
Electricity:	Georgia Power
Telephone:	AT & T
Cable Television:	AT & T
Schools:	Henry County Schools

Final Staff Recommendation by: Andrew Baker, Community Development Director

Staff recommends Deferral.

According to the applicant the increased front yard setback will avoid parked cars conflicting with the sidewalk, increased landscaping for R-50 lots, increased building options and site that a be built with reduced side entry requirements, and overall positive improvement to the subdivision creating a safer, more vibrant and livable subdivision.

Staff is not sure that the developer has exhausted all builder options, especially builders of "traditional" neighborhood developments, (2) whether the removal of some lots will reduce the number of front-loaded garages, (3) that the cars will not overhang the sidewalk, (4) No driveways shall be along Road A.

NOTE: All other zoning conditions previously approved per ORD #04-03-01009(Z) & ORD #05-03-21001(Z) will remain in effect.

GENERAL CODE COMPLIANCE DISCLAIMER

The proposed project shall be developed consistent with the conditions in this report, all codes and ordinances of the City of McDonough, the State of Georgia, and all other applicable regulatory agencies.

NOTE: *All Concept Plans are accepted as illustrative drawings to represent an idea only and are not approved during the rezoning process as an official review and approval by Staff showing compliance with City Codes, State Laws, and Zoning conditions which are required during the plan review process.*

**STATE OF GEORGIA
CITY OF MCDONOUGH**

ORDINANCE NO. 24-06-17001(ZM)

AN ORDINANCE, PURSUANT TO MCDONOUGH CODE OF ORDINANCES SECTION 17.104.020(A)(1), AMENDING THE ZONING MAP OF THE CITY OF MCDONOUGH; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCDONOUGH AND IT IS HEREBY ORDAINED BY AUTHORITY HEREOF:

SECTION 1.

This ordinance applies to the following real property per the application filed by **Joshua Williams of McDonough Parkway Atlanta, LLC for Calliope Crossing**:

All that lot, tract or parcel of land, otherwise known as McDonough Pkwy., more specifically Parcels #090-01022000, #090-01023000 & #105-01035000, lying and being in Land Lot(s) 90, 91, & 92 of the 7th District of Henry County, Georgia, consisting of 71 +/- acres and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2.

The above property is hereby zoned R-75/R-85 and subject to the new conditions of development contained in Exhibit "B," attached hereto and incorporated herein by reference.

SECTION 3.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 4.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 5.

This ordinance shall become effective immediately upon adoption.

So ordained this 17th day of June, 2024.

CITY OF MCDONOUGH, GEORGIA

SANDRA VINCENT, MAYOR

ATTEST:

APPROVED AS TO FORM:

CHRISTY TAYLOR, CITY CLERK

EMILIA WALKER, CITY ATTORNEY

Exhibit A
Legal Description (See Attached)

Exhibit B
Conditions of Development

REFER TO FINAL STAFF REPORT