

**LEAGUE OF OREGON CITIES****MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and BRINC DRONES, INC. ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Unmanned and Remotely Operated Vehicle Systems or Drones, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Unmanned and Remotely Operated Vehicle Systems or Drones the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2355 for Unmanned and Remotely Operated Vehicle Systems or Drones; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2355 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor’s Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception is **approved** and by this reference incorporated herein.

## 2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24040, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

## **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

## **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other

information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages

are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either

to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor will only be required to provide information regarding purchases directly attributable to this Agreement. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

BRINC Drones, Inc.  
1055 N. 38th St  
Seattle, WA 98103  
ATTN: Nolan Sieger  
Email: nolan.sieger@brincdrones.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid

unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

#### **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.



## **ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: March 27, 2024 | 1:28 PM PDT

VENDOR:

DocuSigned by:  
Signature: Manoj Mohan  
36B131AC1E2342C...

Printed Name: Manoj Mohan

Title: EVP Revenue  
BRINC DRONES, INC.

Dated: March 26, 2024 | 11:09 AM PDT

**ATTACHMENT A**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

UNMANNED AND REMOTELY OPERATED VEHICLE SYSTEMS OR DRONES	
Product Category	Percentage (%) off List Price* ( <i><b>OR</b></i> fixed price if % off pricing is not available)
<b>AERIAL VEHICLES OR DRONES</b>	2.5% off List Price
<b>SURFACE &amp; SUBSURFACE LAND BASED VEHICLES AND DRONES</b>	2.5% off List Price
<b>SURFACE &amp; SUBSURFACE WATER BASED VEHICLES AND DRONES</b>	2.5% off List Price
<b>TECHNOLOGY, SOFTWARE, ACCESSORIES, ATTACHMENTS, TRAINING, CERTIFICATION, LICENSURE, AND SERVICES</b>	2.5% off List Price
<b>OTHER</b>	2.5% off List Price

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

**MASTER SERVICES AND PURCHASING AGREEMENT**

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

**1. Definitions**

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s streaming services for BRINC data streaming and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified in an Order Form during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications procured by Agency from a party other than BRINC that can be used in connection with the Services.

**2. Term and Termination**

- 2.1. Term. This Agreement begins on the Effective Date and continues as long as any Order Form remains in effect (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.
- 2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC’s uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer’s suggested retail price (“**MSRP**”) and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non- appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. Survival. The sections titled “Effect of Termination,” “Survival,” “Fees, Payment, and Shipping,” “Confidentiality,” “Disclaimers,” “Proprietary Rights,” “IP Indemnification,” “Limitation of Liability,” and “Miscellaneous” will survive any termination or expiration of this Agreement.

### 3. **Fees, Payment, and Shipping**

- 3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC’s rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys’ fees.
- 3.3. Payment Disputes. BRINC will not exercise its rights under the “Late Payments” section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.



- 3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.
4. **Hardware Warranties and Disclaimers**
- 4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.
- 4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning

units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the “Shipping” section.

## 5. Confidentiality

- 5.1. Definition of Confidential Information. “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.
- 5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5 years thereafter.
- 5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

## 6. Proprietary Rights

- 6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.
- 6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

## 7. Limitation of Liability

- 7.1. Exclusion of Certain Types of Damages. Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party’s remedy otherwise fails of its essential purpose.
- 7.2. Liability Cap. Except for amounts payable under BRINC’s intellectual property indemnification obligations under “IP Indemnification”, in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Agency’ payment obligations under the “Fees and Payments” section above. In the event Agency (i) modifies a BRINC Device, (ii) fails to operate a BRINC Device in accordance with BRINC’s warnings or guidelines, or (iii) is involved in an accident involving a BRINC Device, BRINC will have no liability to Agency for any damages.

## 8. IP Indemnification

- 8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.
- 8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

## 9. Additional Offerings; Changes to Offerings

- 9.1. Online Support Platforms. Use of BRINC's online support platforms (simulator) is governed by the BRINC Simulator Terms of Use Appendix.
- 9.2. New offerings. New devices and services may require additional terms.
- 9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

## 10. Use of BRINC Devices and Services

- 10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.
- 10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this

Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.

- 10.3. Cloud Services. Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.

## 11. **Donations and Beta Tests**

- 11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

## 12. **Miscellaneous**

- 12.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 12.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 12.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.

- 12.5. Insurance. BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.
- 12.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 12.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 12.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 12.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 12.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.
- 12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.
- 12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.



**Agency**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**BRINC Drones, Inc.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_