

FIRE ROVER
MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between **FIRE ROVER, LLC**, a Michigan limited liability company (“Fire Rover”) and **THE CITY OF LAREDO**, a Municipality (“Customer”) and dated as of the date of the last party to sign the signature page hereto (the “MSA Effective Date”). Fire Rover and Customer shall be individually referred to herein as a “Party” and collectively as the “Parties.”

This Agreement and all reference to “Agreement” includes any applicable attachments hereto and any agreed upon Statements of Work, a form of which is attached hereto as Exhibit A, and attachments thereto (“SOW(s)”), each of which are incorporated herein by reference.

Fire Rover agrees to sell and install the System and provide the Services (as each are defined in the applicable SOW(s)) to Customer in accordance with the following terms and conditions:

1. Sale of System and Services. Fire Rover shall sell the System to Customer, provide installation services, and provide the Services related to the System, all as set forth in the applicable SOW(s) properly executed by the Parties.

2. Term. The term of this Agreement shall begin on the MSA Effective Date and shall continue for a period of sixty (60) months following such date (the “Initial Term”). This Agreement will automatically renew for additional, successive twelve (12) month periods thereafter (each, a “Renewal Term”), unless either Party delivers written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term as applicable. “Term” shall mean the Initial Term and any Renewal Term. Notwithstanding any such termination, if the term of any SOW extends beyond such termination date, the terms of this Agreement shall continue to apply to such SOW.

3. Fees. Customer shall pay the Monthly Service Fees and fees set forth in the applicable SOW(s). If not otherwise set forth in the applicable SOW(s), Customer shall pay Fire Rover’s standard fees for the applicable Services unless otherwise agreed upon by the Parties in writing. Customer agrees that Fire Rover may adjust the applicable fees in an SOW to reflect any new or increased federal, state, and local taxes, assessments and charges and other third-party communication charges which relate to the Services.

4. Payments. Payment of the purchase price for the System is set forth in the applicable SOW. With respect to the Services, Fire Rover will invoice Customer once a month for the fees identified in a SOW by either providing a physical or electronic invoice. Fire Rover will bill Customer for the Monthly Service Fees (as defined in the SOW) on the first day of the month in which Fire Rover provides the Services. For newly initiated Services, Fire Rover’s first invoice will reflect all fees associated with the installation and setup of Service, pro-rated Monthly Service Fees for any partial month, and advance Monthly Service Fees for the next full month. Fees shall be due within thirty (30) days of the invoice date unless otherwise set forth in the applicable SOW. Fire Rover may charge interest on any late payments equal to the lesser of 1.5% per month or the maximum amount allowed by law.

5. Permits; Licenses; Compliance with Laws. The city or county in which Customer’s Premises is located may require that Customer obtain a permit or license for the installation, operation and use of the System. Customer understands that the System comprises new technology and the System may not be recognized or accepted by local authorities. Local authorities may not respond to alarm notifications until all permits or licenses for installation and use of the System have been obtained, and therefore, Company may not begin monitoring until Customer has obtained, at Customer’s expense, all necessary permits or licenses. Customer will, at Customer’s sole expense, research, apply for, obtain and keep in effect during the entire term of the applicable SOW all permits, licenses and similar governmental requirements that may be required for the installation, operation and use of the System. Customer will comply with all applicable laws and regulations governing the System, including any: (i) permitting or notice requirement, (ii) requirement to post signage notifying third parties of its use of monitoring or recording equipment, and (iii) requirement to obtain consent from a person whose image or voice may be captured in connection with monitoring or recording activities.

6. Transmission Lines. The System is designed to enable the Center (as defined in the applicable SOW) to detect fire emergencies using Customer’s internet service and electric power, both of which Customer is required to provide and maintain. Customer further understands that transmission facilities currently available and used may not be available in the future, and in such event, Customer agrees that to provide monitoring service, Customer may be required to replace or modify Customer’s existing transmission facilities. In such event, Customer agrees to pay Fire Rover’s standard rates and charges for the installation and modifications required by the change of such facilities.

7. Ownership of Intellectual Property. The System's design, firmware, software, and source codes are the intellectual property of Fire Rover. The System and such intellectual property are protected by a patent issued by the United States Patent and Trademark Office, Patent No. 10512809 (the "Patent") and by other laws, rules or regulations relating to the protection of patents, trade secrets and other intellectual property. Customer hereby acknowledges and agrees that the Patent and all other intellectual property relating to the System is, and shall remain, the sole property of Fire Rover and that all claims, rights or interests, if any, by Customer in or to the Patent or Fire Rover's intellectual property, or any permutation or derivation thereof, are hereby fully disclaimed, waived and renounced by Customer. Customer agrees not to copy, modify, sell, assign, sublicense or otherwise transfer any right or interest therein or distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of any software, remove any proprietary notices or labels or allow any other person or entity to engage in any of these activities.

a. No Opening of Equipment. Customer further agrees that it shall not open and shall not allow any third party other than Fire Rover or its subcontractors to open, any equipment comprising the System and shall not display, share, distribute, copy, videotape or otherwise allow any third parties to view the inside of any equipment comprising the System. **IF CUSTOMER BREACHES ITS PROMISES AND COVENANTS IN THE PRIOR SENTENCE, THEN (A) ALL WARRANTIES, ALL MAINTENANCE OBLIGATIONS, ALL LIABILITY AND ALL INDEMNIFICATION OBLIGATIONS OF FIRE ROVER ARE VOID UNTIL FIRE ROVER HAS INSPECTED THE EQUIPMENT AND TAKEN SUCH ACTION AS NECESSARY TO REPAIR AND RECERTIFY THE SYSTEM, WITH ALL INSPECTIONS, REPAIRS AND OTHER RELATED ACTIVITIES CONDUCTED AT THE SOLE EXPENSE OF CUSTOMER, AND (B) CUSTOMER SHALL REIMBURSE FIRE ROVER FOR ANY ENFORCEMENT ACTIONS COMMENCED TO DEFEND ITS INTELLECTUAL PROPERTY AGAINST ANY PARTIES THAT ACQUIRED PROPRIETARY INFORMATION ABOUT THE SYSTEM AS A RESULT OF COMPANY'S BREACH OF THIS SECTION.**

8. Customer's Duties; False Alarms. Customer is engaging Fire Rover to provide Services related to the System. In connection with such Services, Customer shall permit Fire Rover to test the System as needed. Customer and Fire Rover shall agree on a protocol in case of a fire, and Customer shall train its employees on such protocols, including any evacuation plans. If a problem in the System occurs, Customer will notify Fire Rover. Customer will complete and give Fire Rover an Emergency Contact Form (the "Emergency Contact Form") that will include the information required by Fire Rover from time to time and may include the name, telephone number, e-mail address and relationship to Customer of each person Fire Rover may notify in the event Fire Rover believes there is a fire emergency at Customer's Premises, and other information Fire Rover may require. Customer will notify Fire Rover of any changes in the information set forth on the Emergency Contact Form. Customer agrees that Customer and others using the System will use it carefully so as to avoid causing false alarms. Dust, steam, motors in equipment, items that generate significant heat and other forces beyond Fire Rover's control can cause false alarms.

9. Termination; Suspension of Services. Customer understands that Fire Rover may terminate this Agreement and/or stop or suspend monitoring and other Services if: (i) strikes by Customer's employees, severe weather, earthquakes, other acts of God, or other such events beyond Fire Rover's control affect the operation of the Center or so severely damage or compromise the Customer's Premises that continuing Services would be impractical; (ii) there is sustained or repeated interruption or unavailability of Internet service between the System and the Center or between the Center and the fire department other appropriate authority; (iii) there is sustained or repeated interruption or unavailability of electric power to the System, (iv) Customer does not pay the Monthly Service Fees or other services charge due to Fire Rover, after Fire Rover has given Customer ten (10) days' written notice of non-payment; (v) Fire Rover is unable to provide Services because of some action or ruling by any governmental authority; (vi) if all SOW's have terminated or expired; and/or (vii) for any other reasons expressly set forth in this Agreement.

a. Following Termination. If Services are cancelled or this Agreement or the applicable SOW expires or is terminated for any reason, Customer authorizes Fire Rover to remotely disconnect the System from the Center and/or enter the Premises to disconnect the System from Fire Rover's monitoring equipment. If Services are suspended because Customer has failed to timely pay as set forth herein, and Customer asks Fire Rover to reactivate the System, Customer will pay, in advance, Fire Rover's then prevailing re-connection fee. CUSTOMER UNDERSTANDS THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER COMPANIES OR MONITORING CENTERS.

b. Damages. In addition to the remedies set forth above, in the event of the termination of this Agreement or any applicable SOW, Fire Rover shall have the right to recover all damages to which it is entitled, including, without limitation, the value of the work performed and the amount due to Fire Rover for the unexpired term of this Agreement and/or the applicable SOW, including loss of profits. If the Purchase Price and applicable taxes and shipping fees for it have not been paid in full Fire Rover shall have the right to remove the System(s) from the Customer Premises (only) and Further, Fire Rover shall not be required to reimburse Customer the Purchase Price, Monthly Service Fees, or any other fees (or any portion of either of them), which shall be considered forfeited.

10. Maintenance Plan; Exclusions; System Limitations; Disclaimer:

- a. Maintenance Plan Coverage. During the term of an SOW, Fire Rover will without charge to Customer, repair or replace any part of the System that was installed by Fire Rover that Fire Rover determines is defective. Fire Rover can use new or used parts of the same quality, and Fire Rover may keep any replaced parts. Repairs will be made as soon as commercially possible during Fire Rover's normal service hours.
- b. Maintenance Plan Exclusions. The maintenance plan does not include or cover repairs that are needed because of any accident, misuse, or abuse of the System, Acts of God or if someone other than Fire Rover attempts to repair or change the System. Abuse shall include any repairs necessary due to Customer's failure to reasonably protect the equipment from damage or failure to maintain adequate airflow due to material store within 5 feet of the equipment. The maintenance plan does not include or cover recharging/refilling the System after the System discharges. Such refilling shall be provided pursuant to the applicable SOW.
- c. Maintenance Services. During the term of an SOW, Fire Rover will make periodic inspections of the System utilizing remote surveillance, electronic monitoring, and on-site inspections, as described in the SOW.
- d. System Limitations. The System requires stable electrical power and communications to detect fires and operate suppression equipment, if so equipped. Internet transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond Fire Rover's control, and Fire Rover makes no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond Fire Rover's control. Customer further acknowledges that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond Fire Rover's control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages.
- e. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION, FIRE ROVER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR WHETHER STATUTORY OR COMMON LAW, INCLUDING ANY WARRANTY OF: NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS; WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF SYSTEM INTEGRATION OR CONFORMITY; AND/OR ANY WARRANTY ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE. FIRE ROVER MAKES NO WARRANTY THAT (1) THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, SUPPRESS OR EXTINGUISH, ANY FIRE OR OTHER SUCH EVENT, (2) THE SYSTEM CANNOT BE DEFEATED, BYPASSED, OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE OR (3) THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES. FIRE ROVER HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND FIRE ROVER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY.
- f. Customer Equipment. Customer and Fire Rover agree that Customer will be providing certain Customer Equipment (as defined in the SOW) to be used in connection with the System. The Customer Equipment is not part of the System. Customer acknowledges and agrees that all maintenance provided by Fire Rover in this Agreement are made only with respect to Fire Rover's System and are not made with respect to Customer's Equipment. Fire Rover shall have the right to determine, in its sole discretion, whether Fire Rover or Customer shall be responsible for repairing and/or maintaining the Customer Equipment. Customer shall reimburse Fire Rover for all costs and fees incurred by Fire Rover in connection with any maintenance and/or repair performed by Fire Rover of the Customer Equipment. Further, Customer shall be responsible for all damages, costs and expenses incurred by Fire Rover as a result of the Customer Equipment including without limitation any defects and/or improper operation of the Customer Equipment.

11. Fire Rover is not an Insurer; Limitation of Liability. Customer understands that (i) Fire Rover is not an insurer of Customer's property or the personal safety of persons at Customer's Premises; (ii) Customer should obtain sufficient and appropriate insurance on Customer's Premises and its contents; (iii) the amount Customer pays to Fire Rover is based only on the value of the System, the Services and other products and services Fire Rover provides, and not on the value of Customer's Premises or its contents; (iv) the System may not always operate properly for various reasons and as a result not detect or prevent heat or a fire; (v) the site is an active commercial facility with many false positive alarms that could result in human error in the subjective process of detecting and verifying an alarm remotely; (vi) it is difficult to determine in advance the value of Customer's property that might be lost or destroyed if the System or Services fail to operate properly; (vii) it is difficult to determine in advance how fast the fire department, others would respond to a System signal; and (viii) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by Fire

Rover's failure to perform, Fire Rover's active or passive negligence, or a failure of the System or the Services. Therefore, even if a court decides that Fire Rover's breach of this Agreement (including any SOW), or Fire Rover's or its subcontractors' negligence, or a failure of the System, system design, system programming, installation, monitoring, maintenance or repair Service, or any other products or services provided by Fire Rover or any other action or inaction of Fire Rover or its subcontractors caused, did not prevent or allowed any harm or damage (whether property damage, personal injury or death) to occur, Customer agrees that notwithstanding anything to the contrary set forth in this Agreement, including any SOW (excluding Fire Rover's indemnification obligation under Sections 13(b)(i)-(iii) below), Fire Rover's total liability shall be limited to Twenty-Five Thousand Dollars (\$25,000.00) per incident (the "Liability Cap"), and this shall be Customer's only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty, failure to warn, product liability or equitable claims) is used to determine that Fire Rover was liable for the injury or loss. Fire Rover indemnification obligations expressly set forth in Sections 13(b)(i)-(iii) below are excluded from the limitation of liability set forth in this Section.

12. Exclusion/Limitation of Damages. IN ADDITION TO AND NOT IN LIMITATION OF THE LIMITATIONS OR DISCLAIMERS SET FORTH IN THIS AGREEMENT (INCLUDING ANY SOW), FIRE ROVER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF FIRE ROVER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification and Subrogation Waiver.

- a. Customer agrees to indemnify, defend, and hold Fire Rover harmless from and against any and all claims, demands, actions, damages, loss, costs, expenses, and reasonable attorneys' fees ("Claims") arising out of or resulting from:
 - i. Customer's breach of this Agreement or any applicable SOW;
 - ii. Any negligent actions or omissions or intentional misconduct of Customer, its employees or subcontractors (other than Fire Rover and its subcontractors) including with respect to work Customer or its employees or subcontractors perform on the System or the Customer Equipment including without limitation the installation, maintenance and/or repair of the Customer Equipment;
 - iii. Any defects in the Customer Equipment and/or any failure of the Customer Equipment to function properly; and/or
 - iv. Except as set forth in, and subject to, the next two sentences of this subparagraph iv, an explosion, fire, or similar event at Customer's Premises regardless of the cause of such explosion, fire or similar event or the failure to extinguish such explosion, fire, or similar event. However, Customer shall not be obligated to indemnify Fire Rover under this Section 13(a)(iv) to the extent such explosion, fire or similar event (x) occurred while Fire Rover or its employees or contractors were at Customer's Premises and was caused by the intentional misconduct or negligence of Fire Rover, its employees or subcontractors while installing, repairing or otherwise performing work on or related to the System at Customer's Premises or (y) was not, or was materially delayed in being, detected, extinguished or suppressed as a result of the intentional misconduct of Fire Rover, its employees or subcontractors. Further, to the extent an explosion, fire or similar event at Customer's Premises was not, or was materially delayed in being, detected, extinguished or suppressed as a result of the negligence or gross negligence of Fire Rover, its employees or subcontractors, or the Fire Rover's breach of its obligations under this Agreement, with respect to the installation, repair or operation of the System (or any component thereof or any replacement equipment thereto), then the Customer's indemnification obligations shall only be to the extent such Claims, in the aggregate, exceed the Liability Cap set forth in Section 11 above.
- b. Fire Rover agrees to indemnify, defend, and hold Customer harmless from and against any and all Claims arising out of or resulting from:
 - i. The negligence or intentional misconduct of Fire Rover, its employees or subcontractors or Fire Rover's breach of this Agreement, but Fire Rover's obligations under this subparagraph i expressly excludes Claims arising out of or resulting from an explosion, fire, or similar event at Customer's Premises (which are addressed below in this Section 13(b));

- ii. An explosion, fire or similar event at Customer's Premises that occurred while Fire Rover or its employees or contractors were at Customer's Premises and was caused by the intentional misconduct or negligence of Fire Rover, its employees or subcontractors while installing, repairing or otherwise performing work on or related to the System at Customer's Premises;
 - iii. An explosion, fire or similar event at Customer's Premises that was not, or was materially delayed in being, detected, extinguished, or suppressed as a result of the intentional misconduct of Fire Rover, its employees or subcontractors; and/or
 - iv. Subject to the next sentence and Section 7 above, an explosion, fire or similar event at Customer's Premises that was not, or was materially delayed in being, detected, extinguished or suppressed as a result of the negligence or gross negligence of Fire Rover, its employees or subcontractors, or the Fire Rover's breach of its obligations under this Agreement, with respect to the installation, repair or operation of the System (or any component thereof or any replacement equipment thereto). Notwithstanding the foregoing, Fire Rover's indemnification obligations under this subparagraph iv shall be limited to, and shall not exceed, the Liability Cap set forth in Section 11 above.
- c. Except to the extent Claims are covered under Section 13(a) above, Fire Rover agrees to a waiver of claims and to release Customer from any Claims of any parties suing through Fire Rover's authority or in Fire Rover's name, such as Fire Rover's insurance company, and Fire Rover agrees to indemnify and defend Customer against any such Claims. Fire Rover shall be responsible for notifying Fire Rover's current and future insurance companies of this subrogation waiver and release.
 - d. Except to the extent Claims are covered under Section 13(b) above, Customer agrees to a waiver of claims and to release Fire Rover from any Claims of any parties suing through Customer's authority or in Customer's name, such as Customer's insurance company, and Customer agrees to indemnify and defend Fire Rover against any such Claims. Customer shall be responsible for notifying Customer's current and future insurance companies of this subrogation waiver and release.

14. Information and Privacy. Customer understands and agrees that in conjunction with employee training, quality control and the provision of Services, Fire Rover may monitor and/or electronically record video and audio related to monitored activity at Customer's location, as well as conversations with Customer, emergency services providers, and law enforcement personnel. Further, Customer understands that privacy cannot be guaranteed on telephone, cable and computer systems, and Fire Rover shall not be liable to Customer for any claims, loss, damages or costs which may result from a lack of privacy experienced. Customer consents to Fire Rover (i) using information about Customer and Customer's location (collectively, "information") to administer Services, offer Customer new products or services, enforce the terms of this Agreement or the applicable SOW, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on Customer emergency information form or in Fire Rover's database, to law enforcement or fire service personnel for the purpose of providing Services hereunder or in response to a subpoena or other such legal process, (iii) using and sharing with prospective customers, insurance companies and other third parties aggregate customer information and statistics that do not include information that identifies Customer personally, and (iv) using and sharing video and/or audio records of any fire events in a manner which does not identify the Customer and/or the Customer's Premises at which the fire event occurred. Except as required to provide the Services that Customer has selected, Fire Rover will not otherwise monitor Customer's Premises.

15. Assignment. This Agreement and the SOWs are not assignable by either Party except upon the written consent of the non-assigning Party, which shall be in the non-assigning Party's sole and absolute discretion. Provided, however, Fire Rover may, without Customer's consent, assign this Agreement and the SOWs in connection with the sale or transfer of all or substantially all of Fire Rover's assets or the merger or combination of Fire Rover with or into a third party. Fire Rover will provide Customer notice of such assignment within 30 days after such sale, merger, or combination.

16. Subcontractors. Fire Rover shall retain sole and complete discretion to engage subcontractors and other third-party vendors to perform any and all of the Services contemplated by this Agreement; provided, however, that Fire Rover shall remain solely responsible to Customer for the provision of such Services. The provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Fire Rover to provide any Services on behalf of Fire Rover.

17. Governing Law and Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Michigan without regard to its choice of law principles. Customer and Fire Rover agree that any suit, action, or legal proceeding arising out of or from, in connection with, or as a result of this Agreement or the SOWs shall be brought exclusively in Oakland

County, Michigan, and each Party waives any objection that it may have to jurisdiction or venue. BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

18. Limitations of Actions. All claims, actions, or proceedings, legal or equitable, brought under this Agreement must be commenced in court within three (3) years after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred.

19. Notice. With respect to any notice obligation in this Agreement, such notice shall be in writing and deemed accepted immediately when hand delivered or upon receipt when sent by nationally-recognized courier service, or delivered via electronic transmission or electronic mail to the e-mail address specified on the signature page hereto. All notices or other communications required or permitted hereunder shall be addressed using the addresses provided on the signature page hereto.

20. General.

- a) Fire Rover shall perform its obligations under this Agreement as an independent contractor and not as an employee or agent of Customer.
- b) To the extent any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the balance of such clause, term or provision or any other clause, term, or provision hereof.
- c) Failure of either Party at any time to enforce any of the provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof or thereof.
- d) This Agreement is binding on the successors and permitted assigns of the Parties.
- e) The interpretation of this Agreement and the SOWs shall not be construed against the drafter.
- f) In this Agreement, the word "including" means "including without limitation."
- g) The Section headings of this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.
- h) Except as expressly permitted in an SOW, no amendment or modification of this Agreement or any SOW, shall be effective unless approved in writing by the Parties.
- i) This Section and Sections 3, 4, 7, 10, 11, 12, 13, 15, 17, 18, 19 and 21 shall survive any termination or expiration of this Agreement.
- j) This Agreement (and any SOWs and other documents incorporated herein or therein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings, or agreements between the Parties.
- k) In the event of any conflict between or among the foregoing, such conflicts will be governed in the following order of priority, unless the document clearly specifies an intention of the Parties to modify a term contained in the applicable SOW: (i) the applicable SOW, including all Attachments and/or Schedules thereto; and (ii) this Agreement.
- l) This Agreement and the SOWs may be executed in counterparts. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery of this Agreement and the SOWs.
- m) This Agreement and the SOWs may be executed in counterparts. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery of this Agreement and the SOWs.

[Signature page follows]

AGREED TO AND EXECUTED by the authorized representatives of each of the Parties as of the date of the last Party to sign below.

CUSTOMER:

THE CITY OF LAREDO, TEXAS,
a Municipality

Authorized Representative Signature

Printed Name

Title and Date

CUSTOMER ADDRESS FOR NOTICES:

The City of Laredo
1110 Houston Street
Laredo, Texas, 78040
Attn:
E-mail:

FIRE ROVER:

FIRE ROVER, LLC,
a Michigan limited liability company

Authorized Representative Signature

Printed Name

Title and Date

FIRE ROVER ADDRESSES FOR NOTICES:

FIRE ROVER, LLC
6960 Orchard Lake Road, Suite 303
West Bloomfield, MI 48322
Attn: Michael Bodnar
E-mail address: legalnotice@firerover.com

EXHIBIT A
STATEMENT OF WORK

SOW Effective Date: March 1st, 2024

Pursuant to the terms and conditions of the Master Services Agreement between Fire Rover and Customer dated March 1st, 2024 (the "Agreement") and this Statement of Work (this "SOW"), Fire Rover shall provide the equipment and services at certain Customer locations (individually referred to as "Customer's Premises"), as described in Schedule A attached hereto. This SOW is comprised of the numbered paragraphs below, the Agreement and the schedules attached hereto. In the event of any conflict between or among the foregoing, such conflicts will be governed in the following order of priority, unless the document clearly specifies an intention of the Parties to modify a term contained in this SOW: (i) this SOW, including all schedules attached hereto; and (ii) the Agreement. Capitalized terms used, but not defined herein, shall have the respective meanings ascribed to them in the Agreement.

1. Sale of System and Services. Fire Rover agrees to sell the Fire Rover System (the "System") to Customer, install the System at Customer's Premises and provide monitoring, maintenance and repair services related to the System (the "Services") as set forth on Schedule A attached hereto. Customer acknowledges that Fire Rover's monitoring services are provided only for the monitored System to attempt to detect fires and shall not be provided for access control or other surveillance.
2. SOW Term. The initial term of this SOW shall begin on the SOW Effective Date and shall continue for a period of sixty (60) months following the installation of the System and initiation of Services (the "Initial Term"). This SOW will automatically renew for additional, successive sixty (60) month periods thereafter or, with respect to a particular Customer Premises, for the longest period of time permitted by applicable law, whichever is less (each, a "Renewal Term"), unless either Party delivers written notice of non-renewal to the other Party at least sixty (60) days before the end of the Initial Term or any Renewal Term. "Term" shall mean the Initial Term and any Renewal Term.
3. Installation and Operation of System.
 - a. Site Access and Approval. Customer will permit Fire Rover to install the System, and/or other products ordered, during Fire Rover's normal business hours and Customer will give Fire Rover uninterrupted access to Customer's Premises. Customer owns Customer's Premise or has full authority from the owner and/or other person in control of the Customer's Premises to permit the installation and operation of the System and/or other products under all conditions set forth herein. Customer has approved the locations of where the System will be installed and is responsible for providing a stable substrate or platform for the System. Following installation, Customer will not allow any equipment, items, or other materials to accumulate or be stored within 5 feet of the System and will maintain a path to access and service the System.
 - b. Electrical Service. The System requires electrical power to operate, and Customer is solely responsible to provide 24-hour electrical service as specified by Fire Rover and have a qualified electrician make the electrical connection on the day of installation. Customer will maintain the electrical service at the Customer's Premises to ensure the continuous operation of the System. Customer has been advised that a back-up generator or alternate power source should be installed to ensure operation during power interruptions and that all electrical wiring have a heat and fire-resistant jacket and be protected by metal conduit to prevent damage by heat, fire or operating activity.
 - c. Connectivity. The System requires a stable and robust internet connection to communicate to the Center (as defined herein) and Customer is solely responsible to provide and maintain this connection. Customer will install and maintain a dedicated internet circuit with (i) a static IP address, (ii) a Cat-6 ethernet connection at the Fire Rover Box location(s), (iii) wiring type that has a heat and fire resistant jacket and protected by metal conduit to prevent damage by heat, fire or operating activity, and (iv) a minimum upload and download speeds of 25 Mbps, which may increase if additional equipment is installed at the Customer's Premises. Should adequate internet not be available when the System is ready to be installed or is no longer available after installation, Fire Rover may choose (but is not required) to install or upgrade the System utilizing cellular data services. In such event, the Customer shall be responsible for Fire Rover's standard rates for such

installation or upgrade and the data charges (see Schedule B). Fire Rover shall not be required to perform its Services during any such discontinuation of transmission facilities.

- d. Adequate Water Supply. Customer is solely responsible for providing the required fresh potable water to fill the System (approximately 1,000 gallons) at the time of installation and after discharge from a fire or testing event.
- e. Suppression Agent. Customer shall select a fire suppression agent or water to be used in the System (the "Suppression Agent"). Customer shall be responsible to determine that the use of the Suppression Agent complies with all state and local laws, rules, regulations and permits. Following a discharge of the Suppression Agent, Customer shall be solely responsible for the cleanup and disposal of the Suppression Agent and shall indemnify Fire Rover for any Claims arising from any contamination, leachate or runoff therefrom.
- f. Timely Installation. If within six (6) months of the date of this SOW Customer does not provide the necessary Customer Premises modification and infrastructure and other Customer Equipment as noted above or agreed to during the installation process and/or has not obtain the permits and licenses necessary to install the System at the Customer's Premises, Fire Rover shall have the right, in its sole discretion, to either (i) deliver Equipment to the Customer's Premises, invoice the Customer for the balance of the System, as if the installation has been completed, and begin billing for the Services, regardless of whether Services have commenced or not or (ii) terminate this Agreement and retain the Purchase Price and other fees (or any portion of either of them) paid by Customer, which amounts shall be considered forfeited. Fire Rover is not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond Fire Rover's control.
- g. Acceptance of Installation. After Fire Rover completes installation of the System, Customer and Fire Rover's representative will inspect it. If something is missing or not properly installed, Customer will advise Fire Rover in writing within ten (10) days, otherwise the System will have been accepted by Customer.
- h. Installation/Connection of Customer Equipment to System. All the equipment to be provided by Customer pursuant to this Section 3 and any additional equipment listed on Schedule C attached to this SOW shall be referred to in the Agreement and this SOW as "Customer Equipment". The Customer Equipment is not part of the System. Fire Rover shall have the right to determine, in its sole discretion, whether Fire Rover or Customer shall be responsible for installing the Customer Equipment at the Customer's Premises or moving the Customer Equipment at the Customer's Premises; provided, however, Fire Rover, and not Customer, shall connect the Customer Equipment (regardless of who installs it) to the System.

4. Price Increases. After 24 months of Services, Fire Rover may increase the Monthly Services Fees up to the percentage change between (a) the Consumer Price Index for All Urban Consumers, All Items for the United States produced by the U.S. Bureau of Labor Statistics (the "CPI") on the first day of the Initial Term or the date of the last increase, as applicable, and (b) the CPI as of the date of the proposed increase.

- 5. Monitoring Service; Protocol; Response. The System will be connected to Fire Rover's monitoring facility ("Center").
 - a. Alarm Processing. When the Center detects a possible fire emergency at the Customer's Premises, the Center will make a determination as to whether an actual fire emergency exists. If the Center personnel determine that a fire emergency exists, the Center will follow the agreed upon protocol, provided that the Center personnel shall have sole discretion to take whatever action they reasonably determine is necessary to mitigate damage from the fire emergency, including, but not limited to immediately dispatching the fire department, or immediately activating the suppression system, if the System has such capability. Fire Rover may modify or discontinue any particular monitoring or other service caused by governmental or insurance changes or requirements by giving Customer written notice. Customer consents to the recording of all video and oral transmissions and communications between Customer's Premises and Fire Rover's office or the Center.
 - b. False Alarm Management. Fire Rover shall have the right to "mask" a certain portion of the detection area in the Customer's Premises by having the thermal imaging cameras programmed to not detect temperatures or heat events in such areas (such areas, "Temperature Exclusion Areas"), during periods of activity that is causing

a significant number of false alarms. Such activity may include the operation of heavy equipment and welding. Fire Rover shall only create Temperature Exclusion Area for as limited an area and duration as practical.

6. Survival. This Section 6 and Section 5 shall survive any termination or expiration of this SOW.

7. Receipt of Copy; Notices to Customer. Customer acknowledges that Customer has read and understands all of the Agreement and this SOW, particularly Sections 11, 12 and 13 of the Agreement regarding Fire Rover's limitation of liability and Customer's obligation to indemnify the Fire Rover.

AGREED TO AND EXECUTED by the authorized representatives of each of the Parties as of the Effective Date.

CUSTOMER:

THE CITY OF LAREDO, TEXAS,
a Municipality

Authorized Representative Signature

Printed Name

Title and Date

FIRE ROVER:

FIRE ROVER, LLC,
a Michigan limited liability company

Authorized Representative Signature

Printed Name

Title and Date

EXHIBIT A TO MASTER SERVICES AGREEMENT

SCHEDULE A **SCHEDULE OF SYSTEM AND SERVICES**

| | |
|-------------------------------------|--|
| Customer's Premises Name: | City of Laredo MRF |
| Customer's Premises Address: | 6912 TX 359, Laredo, TX, 78043 |
| System Description: | 2 Fire Rover Boxed Units / 4 Nozzles / 6 Detection Zones – Thermal, Smoke, Flash |
| System Purchase Price: | \$347,000.00 |
| Monthly Service Fee: | \$4,850.00 + \$100 pr/box for 4G Backup |
| Other Equipment: | None. [Enforcers, etc.] |
| Other Equipment Price: | \$0.00 |
| Special Terms/Notes: | 50% Deposit / 50% On Go-Live |
| Suppression Agent: | F500 |

Pricing excludes shipping, handling, and sales tax. Estimates are available upon request, but final billing will be based upon actual charges.

| | |
|---|--|
|  |  |
| City of Laredo | |
| 6912 TX 359 | |
| Laredo | |
| TX, 78043 | |
| Equipment | |
| 2- Fire Rovers 4- Risers 6- Detection Zones | |
| # Thermal Panel(s) # Detection Only Zone(s) | |
| Prelim Design | |

Payment of Purchase Price of Equipment. Upon execution of this Agreement, Customer shall pay Fire Rover fifty percent (50%) of the Purchase Price. The balance of the Purchase Price for the System, including all applicable taxes, shipping fees, handling fees and the prorated Services fee for the remaining portion of the calendar month shall be paid upon completion of installation.

Services. The Services will include the following:

- a. Company will provide remote monitoring by live personnel 24 hours per day/365 days per year;
- b. On a regular basis, personnel will remotely confirm each visual and thermal camera is operating properly;
- c. Company will provide supervision of the detection system for service or utility interruptions. If it is discovered there is a loss of connectivity with the System, Company will notify Customer of such loss;
- d. If it is determined a component of the System is not operating properly, Company will inspect and repair such component either remotely or in person as soon as commercially possible, with the timing of any repair depending on the nature of the problem and repair. Any in person service will be performed only after receipt of Customer's approval of personnel coming onto the Premises; and
- e. Company will conduct quarterly inspections of the System either remotely or onsite as reasonably determined by Company.

SCHEDULE B

SCHEDULE OF DATA RATES

Cellular Data Services:

- Backup Cellular Service (includes 5GB/month): \$100/month
- Primary Cellular Service (includes 30GB/month): \$200/month
- Additional Data Usage Above Monthly Limit: \$20/GB

Rates are subject to change

SCHEDULE C

SCHEDULE OF ADDITIONAL CUSTOMER EQUIPMENT

Customer provide equipment shall include the following:

- None

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