AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Fire Chief Gabe Benmoussa
DATE: Submitted on March 26, 2025, for the April 14th, 2025, Regular City Council Meeting

Signed by:
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AGENDA ITEM: Approval of a Master Services Agreement and Addendum No. 1 between the City of Milton and First Arriving LLC for Digital Dashboard Software

SUMMARY:

First Arriving is a digital dashboard that will be located within each fire station. The system gives the department the ability to push critical data and information out to crew members instantly and from any location. This information includes items such as fleet status, out of service hydrants, traffic alerts, staffing, scheduled events, and critical weather alerts. The system will also allow for real-time incident alerts with mapping, time & distance to the incident, and a countdown clock. The dashboard will also allow the department the ability to create a visualization of departmental analytics, such as call processing times, turnout times, and total response times helping to track performance goals associated with our accreditation status.

FUNDING AND FINANCIAL IMPACT:

$5,245.00 for the first year which includes the licensing fee and system setup costs. Each subsequent year will be $3,995.00 for licensing fees with a projected 3% price escalation each year.

ALTERNATIVES:

Alternatively, the department will continue to process critical data and send notifications through our email system, records management program (Vector Solutions), and staffing software. This leads to extended notification times with members having to login to various

platforms before being able to view any critical data or notifications. Tracking departmental performance goals for accreditation purposes will continue to be done on a monthly/quarterly bases.

PROCUREMENT SUMMARY *(if applicable)*

Purchasing method used: **Sole Source (Include Sole Source Documentation)**
Account Number: 100-3510-523850107
Requisition Total: $5,245.00 ($3,995.00 each year after)

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Finance Director – April 7, 2025 DocuSigned by: Bernadette Harvill ED09D88B47F7499...
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – *March 19*, 2025
Concurrent Review: Steven Krokoff, City Manager – DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

- First Arriving Master Services Agreement and Addendum No. 1

Master Services & Service Level Agreements

1) CONTRACT STRUCTURE & ORDER-OF-PRECEDENCE

This First Arriving Master Service Agreement ("Agreement") is entered into between First Arriving, LLC. DBA First Arriving ("FA") and the customer ("Customer") identified on the first order document signed by both Parties referencing this Agreement ("Order Form"), effective as of the effective date identified in that Order Form ("Effective Date"). Capitalized terms in this Agreement are defined in Section 16 (Definitions) and elsewhere in this Agreement. This Agreement and all Order Forms govern Customer's access to and use of FA's Service, and the SOW governs any Professional Services FA provides to Customer. "Customer" and "FA" also include such Party's respective Affiliates, and Customer and FA may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." In the event of any conflicts between this Agreement, any Order Form, and/or any SOW, the following order-of-precedence applies: SOW take precedence and prevail over Order Forms solely with respect to the subject matter of SOW; and Order Forms and SOW take precedence and prevail over this Agreement solely with respect to their respective subject matter.

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN FA AND CUSTOMER. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM, CLICKING "ACCEPT," OR ACCESSING OR USING ANY FA SERVICE. BY SIGNING AN ORDER FORM, OR ACCESSING OR USING ANY FA SERVICE, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THIS AGREEMENT, AND HAS READ AND ACCEPTS THIS AGREEMENT IN ITS ENTIRETY. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR PROVIDE, FA'S OFFER OR ACCEPTANCE TO ENTER INTO AN AGREEMENT WITH CUSTOMER WITH RESPECT TO ANY FA SERVICE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND CONDITIONED ON CUSTOMER'S CONSENT TO THIS AGREEMENT.

2) OWNERSHIP OF SERVICE & CUSTOMER DATA

2.1 Ownership of the Service. The Service is the property of FA, and is protected by copyright, patent, trade secret and other intellectual property laws. FA and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Service is limited to the rights expressly granted in this Agreement and the applicable Order Form(s). All rights not expressly granted to Customer are reserved and retained by FA and its licensors.

2.2 Ownership of Customer Data. As between Customer and FA, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. FA retains no right or interest in any Customer Data.

3) GRANT OF RIGHTS

Subject to the terms and conditions of this Agreement, FA hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 16.2 (Assignment)), worldwide, royalty-free right to access and use the Service during the Service Term in accordance with the terms of this Agreement and all applicable Order Form(s) and SOW (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein).

4) USE OF SERVICE

4.1 Customer Responsible for User Accounts. Customer is responsible for all activity occurring under Customer's User accounts, and must comply with all applicable laws and regulations in connection with using the Service. Customer also must (a) notify FA promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service), and (b) notify FA promptly upon becoming aware of, and stop, any unauthorized copying, distribution or other misuse of any aspect of the Service. FA will promptly notify the customer of any breach or unauthorized access of the service.

4.2 Use Restrictions. During the term of this Agreement or any Order Form or SOW, Customer must not, without FA's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement; provided however, that Customer may allow its own customers to access the functionality or output of the Service, via interfaces, portal applications and the like, solely for Customer's internal business purposes in accordance with the applicable Order Form; (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks (for example, by impersonation of another user of the Service or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service for which Customer lacks sufficient ownership or other rights; (g) sending of spam or otherwise duplicative or unsolicited messages in violation of applicable law; (h) sending or storing of infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any material violative of third party privacy rights); or (i) intentionally sending or storing of any material containing any viruses, worms, trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service. This provision includes sharing login access to FA Technology or FA supplied content contained therein.

4.3 You and Your Authorized Users will need to set up an account and maintain Internet access to use the Service. You and Your Authorized Users will need Internet access and may need to create or log into an account to use the Service and FA reserves the right to require that. You agree that you and Your Authorized Users will not share any user ID or passwords. You agree you will not allow anyone else to access your account (except as expressly allowed by these Terms) or do anything else that might jeopardize the security of your account. You will be solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for you to access and/or use the service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). FA will not be responsible for the support of your access and will not be responsible for the reliability, security or performance of any access if documented technical requirements are not met.

5) PRIVACY, SECURITY, CONTINUITY & SUPPORT

5.1 Compliance with Privacy Laws. FA will use Customer Data in connection with the Service only as permitted by Privacy Laws and this Agreement; provided, however, that if compliance with any Privacy Laws would materially change FA's costs or risks in providing the Service (including, without limitation, by requiring that any FA data centers be located outside the U.S., or requiring FA to operate in violation of any U.S. laws), each Party will have the right to terminate this Agreement (including all Order Forms and SOW) under Sections 6.2 and 6.5 upon at least thirty (30) days prior written notice to the other Party, unless Customer and FA agree in writing within such 30-day period that FA may continue to provide the Service to Customer without complying with the Privacy Laws giving rise to such material change. In the event of a termination under this section, Customer's sole right, and FA's sole obligation, will be for FA to promptly refund to Customer on a pro rata basis any Service Edition Fees prepaid under applicable Order Forms that are unused as of the termination effective date.

5.2 Security of the Service. FA's data security program for the Service will: (a) include industry standard reasonable security measures to protect against unauthorized access to any Customer Data residing in the Service; (b) comply with PCI DSS; and (c) comply with all laws and regulations surrounding the Service. FA will not be responsible or liable for any deletion, correction, damage, destruction or loss of Customer Data that does not arise from a breach by FA of its obligations under this Agreement, except for FA's gross negligence or willful misconduct.

5.3 Financial Account Data. For customers using FA's eCommerce functions and financial services, all customer credit card data will process using the Authorize.net virtual terminal. Customer will be provided access to the Authorize.net account and can export customer data at customer's discretion. FA encourages Customer to back-up its Customer Data by exporting it regularly. FA agrees to comply with all applicable local, state and federal laws and regulations with respect to any and all credit card processing and invoicing services provided to Customer's users during the term of the Agreement in accordance with any SOW and/or Order Form.

5.4 Business Continuity & Disaster Recovery. FA will maintain and implement throughout the term of this Agreement business continuity and disaster recovery plans to help ensure availability of the

Customer Data following any significant interruption or failure of critical business processes or systems affecting the Service. FA will provide Customer with copies of its business continuity and disaster recovery plans within 30 days of Customer's written request.

5.5 Support & Service Level Agreement. FA will provide technical support for the Service in accordance with Exhibit A to this Agreement (Support and Service Level Agreement) as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

6) TERM & TERMINATION

6.1 Term of Agreement. This Agreement will begin on the Effective Date and continue in effect until all Order Forms and SOW expire or are terminated in accordance with Section 6.5. The agreement for Dashboard and Website Customers shall automatically renew annually with (30) days notice.

6.2 Effect of Expiration or Termination of Agreement. Sections 1, 2, 4.2, 6.3, 6.6, 8, 9, 10, , 11.3, 12, 13, 14, 15, and 16 of this Agreement will survive any expiration or termination of this Agreement. The applicable Order Forms and SOW may identify additional terms that will survive any expiration or termination of this Agreement. Regardless of the basis for expiration or termination of this Agreement, FA will not be obligated to retain any Customer Data for longer than ninety (90) days after any such expiration or termination.

6.3 Term of Order Forms. The term of particular Order Forms will be set forth therein, starting on the Effective Date specified therein and continuing for the initial term specified therein ("Initial Service Term").

6.4 Terminations of Agreement or SOW. Either Party may terminate any Order Forms and/or SOW in accordance with their respective terms. If not specified in the applicable Order Form or SOW, then subject to the exclusive remedy provisions in this Agreement: either Party may terminate any Order Forms or SOW for cause upon written notice if the other Party fails to cure any material breach thereof within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. In the event the software does not function as represented, Customer has the option to cancel the contract after the first year. Customer must notify FA of the intent to cancel at least thirty (30) days prior to the end of the contract term.

6.5 Effect of Termination of Order Forms or SOW. If an Order Form or SOW is terminated in accordance with Section 6.5, all terms of such Order Form or SOW that reasonably should survive such termination will survive, including, without limitation, Customer's payment obligations if FA terminates for cause.

7) ORDER PROCESS

Customer orders the FA Service via one or more Order Forms, and Customer may also order FA's Professional Services via one or more SOW.

7.1 Purchase Orders. If Customer requires that a purchase order ("PO") be issued before making payment under an Order Form or SOW, Customer must provide to FA such valid PO conforming to

the applicable Order Form or SOW in time for Customer to meet its payment obligations. Any conflicting terms and conditions of any PO are superseded by the rights or obligations of the Parties outlined in this Agreement or any SOW or Order Form, regardless of any failure to object to such terms and conditions.

7.2. Modification of Fees Upon Renewal. FA reserves the right to modify the Fees for its Service under any future Order Forms, effective upon commencement of any renewal Term for the Service on the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term.

8) FEES & PAYMENT

8.1 Payment Details. Customer must pay all fees and charges in accordance with this Agreement and each mutually executed Order Form and SOW ("Fees"). Except to the extent otherwise expressly stated in this Agreement or in an Order Form or SOW, or as provided by law:

1. All obligations to pay Fees are non-cancelable and all payments are non-refundable;
2. Customer must make all payments without setoffs, withholdings or deductions of any kind;
3. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when FA emails them to Customer's designated billing contact); and
4. All payments must be in U.S. dollars.

Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), FA is permitted to process such payment on the date of FA's invoice.

8.2 Taxes. FA's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, or duties, excluding only taxes based solely on FA's income. If FA has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides FA a valid tax exemption certificate authorized by the appropriate taxing authority.

8.3 Customer Contact Information. Customer agrees to provide FA accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall provide this information within thirty (30) days after any changes, via email to FA's Accounts Receivable team for billing contact information. Customer shall also maintain, at all times during the Service Term, at least one Admin who is a current employee and is authorized to administer Customer's use of the Service.

8.4 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights FA may have under this Agreement or applicable law:

1. Customer will owe FA an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
2. FA will be entitled to recover its reasonable attorneys' fees, and other reasonable costs to collect such amounts; and
3. FA reserves the right to temporarily suspend Customer's access to the Service if Customer's account remains delinquent for thirty (30) days after receipt of a delinquency notice from FA (which may be provided via email to Customer's billing contact). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Customer's delinquency.

8.5 Renewal Pricing for Dashboards License pricing shall be a fixed price for one (1) year unless otherwise outlined in the customer's specific agreement terms. Prices will escalate by 3% per year starting at renewal date, and only one price escalation shall be allowed within a twelve (12) month period.

9) THIRD PARTY INTERACTIONS

To the extent use of the Service requires use of any third party products or services (e.g., Oracle Java, Adobe Acrobat, Amazon Web Services and/or a Web browser), such products and services may require Customer to agree to separate terms. Similarly, in connection with using the Service, Customer may enter into correspondence with, purchase products and/or services from, and/or participate in promotions of third parties. Any such third party activities, products and services, and any terms associated therewith, are solely between Customer and the relevant third parties. FA does not support, or endorse or make any representations or warranties regarding, any such third party products or services, and in no event will FA have any liability whatsoever in connection therewith.

10) SERVICE AND PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from FA relating to the Service ("Professional Services"), the Parties will mutually execute one or more separate SOW containing the relevant terms and conditions. Except to the extent expressly set forth to the contrary in any applicable SOW, the following provisions will apply to all SOW:

1. As between Customer and FA, Customer will retain all ownership rights in and to all copyrightable works owned by Customer including without limitation, inventions, software, trade secrets, work product, methodologies, techniques, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form or are acquired by

Customer from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing Customer Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables developed in whole or in part by FA, or otherwise provided to Customer, in connection with this Agreement or any applicable SOW or Order Form ("FA Deliverables"), other than FA Independent Intellectual Property as defined below, shall be the property of Customer. Therefore, as between FA and Customer, Customer will at all times be and remain the sole and exclusive owner of any Pre-Existing Customer Intellectual Property and FA Deliverables. Customer grants FA a non-exclusive, non-transferable, worldwide, royalty-free license solely to use such Pre-Existing Customer Intellectual Property in connection with providing the Service during the term of this Agreement or any applicable SOW or Order Form and otherwise performing its obligations under this Agreement.

2. All software and services owned and developed by FA, methodologies, techniques, software libraries, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form or are acquired by FA from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing FA Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables independently developed in whole by FA ("FA Independent Intellectual Property"), and provided to Customer, in connection with this Agreement or any applicable SOW or Order Form, other than the FA Deliverables shall be the property of FA. As between FA and Customer, FA will at all times be and remain the sole and exclusive owner of any Pre-Existing FA Intellectual Property and FA Independent Intellectual Property. ; and
3. Subject to the terms of this Agreement, FA grants Customer a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, create derivative works of, and otherwise use internally the Pre-Existing and Independent FA Intellectual Property in connection with the Service during the Term of this Agreement.

Nothing in this Agreement will prohibit, restrict or limit (i) FA from performing similar Professional Services for any third party, or (ii) Customer from hiring any third party to perform similar Professional Services (though Customer is not permitted to give any direct competitor of FA access to the Service or any Pre-Existing and Independent FA Intellectual Property without FA's prior written consent).

11) WARRANTIES & DISCLAIMERS

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms.

11.2 Additional FA Commitments. FA further represents and warrants that:

1. It will use commercially reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data;
2. It will make commercially reasonable efforts to notify Customer, at least thirty (30) days in advance via FA's Normal Communication Channels, of any scheduled changes FA believes are likely to have a material, adverse impact on Customer's use of the Service ("Material Changes"). (As a multi-Tenant SaaS vendor, FA reserves the right to make enhancements and other changes to the Service, including occasional deprecation and removal of certain features and functionality.)

If FA breaches any warranties in this Section 11.2, Customer's exclusive remedy and FA's sole obligation will be for FA to make commercially reasonable efforts to correct the non-conformity or, if FA is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any Service Edition Fees prepaid under such Order Form(s) that are unused as of the termination effective date.

11.3 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) FA AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) FA AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. FA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY FA.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. FA IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY FA.

Customer agrees that ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE neither contingent on the delivery of any future functionality or features, nor BASED on any oral or written comments regarding ANY future functionality or features.

12) INDEMNIFICATION

12.1 Each party shall defend, indemnify and hold the other party, its officers, directors, agents, affiliates and employees harmless from any loss, liability, claim, suit or expense (including, without limitation, reasonable attorney's fees and costs) on account of any third party claim arising from the indemnifying party's (i) breach of this Agreement, (ii) infringement of a third party right, (iii) negligent or willful act or omission, or (iv) violation of any law, statute, ordinance, rule or regulation throughout the world, in each case as relating to or arising from the performance of the Services and/or this Agreement.
FA will have no obligation or liability and Customer will indemnify and hold harmless FA for any third party claim under this section to the extent arising from: (i) the combination, operation or use of the Service with any product, training content, device, software or service not supplied by FA to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, (iii) FA's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services to the extent the Claim is based on such compliance, (iv) Customer's content or training curriculum, or (v) arising from the Customer's use of the LMS to deliver or track training or use FA content for its organization's training or that of its customers.

THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, IN CONNECTION WITH THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 13.

13) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

13. 1 The FA LMS and any content contained therein including but not limited to videos, policles and training courses whether created by FA or shared by customers serve as examples of best practices and should not in any way replace, interfere, or override individual agency of companies protocol, standard operating procedure, tactics or policies. The LMS and any content is provided "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Although FA has made best efforts to provide accurate training information on the site, FA makes no guarantee or warranty express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no liability for errors or omissions therein.

13.2 EXCEPT FOR SUMS DUE FA UNDER APPLICABLE ORDER FORMS AND SOW, AND EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

13.3 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS PREVIOUSLY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

13.4 THE TERMS OF THIS SECTION 13 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 13 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND FA, AND THE FEES CHARGED FOR THE SERVICE REFLECT THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.

14) CONFIDENTIALITY

14.1 Definition. As used in this Agreement, "Confidential Information" means information and materials provided by the disclosing Party ("Discloser") to the Party receiving such information or materials ("Recipient") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes, without limitation, all Customer Data, all Customer non-public business information, and Customer's Intellectual Property, and FA's Confidential Information includes, without limitation, all pricing terms offered to Customer under any Order Form, FA's non-public business plans, all non-public aspects of the FA Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

14.2 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "Purpose").

14.3 Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors, consultants, and employees who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors', consultants' and employees' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further,

neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors, consultants, and employees who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

14.4 Exclusions. Recipient's obligations under Section 14 will not apply to any Discloser Confidential Information that Recipient can prove with sufficient documentary evidence: (a) is or becomes part of in the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without use of any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of any confidentiality obligation. A disclosure by Recipient of any Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party under this Agreement will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives Discloser prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

14.5 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

14.6 Export. Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Except to the extent permitted by a separate agreement, the Parties will not disclose any information requiring an authorization to be exported.

14.7 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 14 will remain in effect for the term of this Agreement and for three (3) years after any expiration or termination of this Agreement.

15) GENERAL

15.1 Governing Law. This Agreement is governed by Delaware law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action

arising out of or relating to this Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Delaware, USA. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods.

15.2 Assignment. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. In the event of such a permitted transfer by Customer, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

Notwithstanding anything to the contrary in this section, in the event of any permitted transfer by Customer under this section to a direct competitor of FA, FA will have the right to terminate this Agreement (including all associated Order Forms and SOW) for cause under Section 6.5. In the event of such a termination, FA will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date.

15.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform.

15.4 Marketing. Upon Customer's prior written consent, which may be withheld or revoked at any time in Customer's sole discretion, FA is may identify Customer as a FA customer on FA's website and marketing materials. Within thirty (30) days after Customer goes live on the Service, (a) Customer and FA will issue a mutually agreed joint public announcement, and (b) Customer may consider serving as a reference for FA in Customer's sole discretion. Customer further agrees that "Powered by FA" or a similar FA mark may appear in invoices, quotes, hosted payment pages, hosted checkout pages, and similar outputs generated through Customer's use of the Service.

15.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture,

partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

15.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email FA's primary assigned contact and FA may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

15.7 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any FA employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify FA if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

15.9 Execution. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

15.10 Entire Agreement. This Agreement, together with any applicable Order Forms and SOW (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and FA regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

16) DEFINITIONS

As used in this Agreement:

"Affiliate" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Content" means the audio and visual information, documentation, software, products and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"Customer Data" means any data, information or material received by the Service from Customer or Customer's Users in the course of accessing or using the Service;

"Intellectual Property Rights" means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide;

“Normal Communication Channels” means the online channels through which FA normally communicates important information to its customers, e.g., FA’s online Knowledge Center and community site, and/or the email address(es) provided by Customer. (Customer must opt-into FA’s online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service.);

“Privacy Laws” means all European Union member country and U.S. laws and regulations regarding data privacy and transmission of personal data that apply to FA’s provision of the Service to Customer (e.g., storing and processing Customer Data), including, without limitation, Articles 25(1) and 26(1) of EU Directive 95/46/EC of 24 October 1995;

“Service” means FA’s online subscription service (e.g., for subscription billing management and analytics), accessible via any Web site or IP address designated by FA, which FA provides to Customer under an Order Form. “Service” also includes all components of FA’s online LMS service, and all Content and FA Technology provided by FA in connection therewith;

“SOW” means Statement(s) of Work, Work Authorization(s) or other contract(s) under which FA provides its Professional Services, if any;

“User(s)” means Customer’s customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service; and

“FA Technology” means all of FA’s and its licensors’ proprietary technology that FA makes available to Customer as part of or in connection with the Service (including, without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

Appendix A: Service Level Agreement

1. Response Times
   For all support issues relating to the FA Dashboards & Websites, FA will make an industry standard and commercially reasonable effort to respond promptly (via FA’s Normal Support Channels), in any event within two (2) Business Days after receipt, unless otherwise specified in the Customer’s specific contract/package level
2. Uptime Commitment
   The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the “Uptime Commitment”). Subject to the exclusions described in Subsection C below, “Uptime Percentage” is calculated by subtracting from 100% the percentage of 1-minute periods during any yearly billing cycle (i.e., 12 calendar months) in which Customer’s Production Tenant(s) is (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “Unavailable” and “Unavailability” mean that, in any 1-minute period, all connection requests received by Customer’s Production Tenant(s) failed to process (each a “Failed Connection”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a

Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools FA uses.

3. Exclusions from Uptime Percentage
   Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

- Regularly scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by FA at least twenty-four (24) hours in advance via FA's Normal Support Channels. (FA typically schedules such regularly scheduled maintenance once per month.);
- Any failures of the FA Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by FA at least twenty-four (24) hours in advance via FA's Normal Support Channels.;
- QuickBooks, or a payment gateway; Amazon Web Services (AWS) or Google Enterprise – Any issues with a third party service to which Customer subscribes (e.g. third party integrations and data providers)
- Any problems not caused by FA that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;
- FA's suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;
- Exceeding FA's published Concurrent Request Limits;
- Software that has been subject to unauthorized modification by Customer;
- Negligent or intentional misuse of the Service by Customer; or – "Beta" or "limited availability" products, features and functions identified as such by FA. Customer may elect to use certain billable FA Professional Services to resolve issues associated with the excluded areas listed in the Customer's contract/agreement. Such Professional Services may require Customer to complete a network assessment, and/or give FA access to Customer's network, in order to diagnose the issue.

International Users

The Service is controlled, operated and administered by First Arriving from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the First Arriving Content accessed through First Arriving.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Changes to Terms

First Arriving reserves the right, in its sole discretion, to change the Terms under which firstarriving.com and related services is offered. The most current version of the Terms will supersede all previous versions. First Arriving encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

First Arriving welcomes your questions or comments regarding the Terms:

First Arriving
9555 Kings Charter Drive
Suite K
Ashland, VA 23005

Email Address:
getstarted@firstarriving.com

Telephone number:
+1 (240) 667-7755

First Arriving

Digital Dashboard Order Form

Prepared for:
Milton (GA) Fire-Rescue

Created by:
Keith Dickhudt
10 / 01 / 2024

First Arriving

Order Form for Milton (GA) Fire-Rescue

Proposed By: Keith Dickhudt

ORDER FORM

Company Information

Billing Address	Shipping Address
2006 Heritage Walk	2006 Heritage Walk
Milton, GA 30004	Milton, GA 30004
United States	United States

Billing Information

Billing Company Name:	Milton (GA) Fire-Rescue	Billing Phone:	770-656-8084
Billing Contact Name:	Timothy Murray		
Billing Email Address:	timothy.murray@miltonga.gov		

Terms and Conditions

Payment Terms:	Net 21
Order Term (Months):	12

SERVICES

Product Name	Unit Price	QTY	Subtotal
Dashboard Setup - Up to 9 Stations	$1,250.00	1	$1,250.00
Dashboard License Package w/Hardware	$799.00	5	$3,995.00

Subtotal	**$5,245.00**
Total	**$5,245.00**

DOCUMENT SIGNED BY

Customer Signature

Customer:	City of Milton, Georgia
Signed Date	
Printed Name	Peyton Jamison
Title	Mayor

First Arriving

Named to GovTech 100

100 GOVTECH COMPANY 2023

First Arriving Honored Among Top Companies Making A Difference In State And Local Government

First Arriving, a leader in technology for public safety and local government, has been named by Government Technology as a one of the top 100 companies in GovTech for 2023.

This designation reinforces our commitment to our clients and the communities they serve and to providing the most innovative solutions to America's public safety leaders.

Attest/Witness:

_____

Tammy Lowit, City Clerk

[CITY SEAL]

Approved as to form:

Signed by:

Jennifer McCall 3/25/2025

C1B433E84E7AE148A...

City Attorney Date

PAYMENT & SUBSCRIPTION

Payment

Net 21. If you need custom payment terms, email **Billing@firstarriving.io.**

License Agreement - Dashboards

Customer is licensed to use the contracted number of Dashboard subscription licenses during the term of the agreement and subsequent renewal periods. One license required per display.

LIFETIME Hardware Warranty, Replacement & Upgrade

During the term of a current license agreement, First Arriving will replace **any defective device*.** This includes **upgrades** to the device when needed. Replacement is two business days via express shipping if issue cannot be resolved via support team.

** Defective device does not include water or damage caused by inappropriate use of device.*

Renewal

Dashboard licenses automatically renew for successive twelve (12) month terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Prices quoted shall be a firm fixed price for one (1) year. Prices will escalate by 3% per year starting at renewal date, and only one price escalation shall be allowed within a twelve (12) month period.

Cancellation & Refunds

You may cancel your subscription at any time. The cancellation becomes effective once the prepaid term is up and the account is due for renewal. You may qualify for a refund if the cancellation was due to a documented service issue that could not be resolved within 30 business days from initial notification to First Arriving Dashboard Support via email, phone or support ticket, excluding issues resulting from third-party integration partners. Upon notification of cancellation, First Arriving will send a prepaid return label for the return of any devices and all devices. Devices must be returned within 14 days of the effective cancellation date. Any devices not returned will result in an invoice for the current device value. Please contact us at **Billing@firstarriving.io** with any questions.

Ask your sales executive for a current W-9.

Subscription Term & Details

Your Dashboard subscription includes all existing and new features/integrations in the First Arriving digital signage platform based on your license level, excluding any third party provider fees and any agreed upon custom development for unique integrations or features specific to your organization. These are always discussed and pre-approved prior to implementation.

Your subscription also includes access to our support center and support team, with email, phone and web-based ticket support. New feature requests outside of normal support or existing features/integrations are reviewed on a case-by-case basis.

For additional Terms & Conditions, please visit https://www.firstarriving.com/terms-and-conditions/

Billing & Contact Information

First Arriving IO, Inc
9555 Kings Charter Drive, Suite K
Ashland, Virginia 23005
(240) 667-7755
Billing Email: Billing@firstarriving.io
Dashboard Email: dashboards@firstarriving.com
Support Center & FAQs: https://support.firstarriving.com

WHAT'S NEXT

Once we receive your signed agreement, we will provide you an invoice and schedule an implementation call. Our average time from contract to launch is 9-11 weeks, depending on the complexity of your setup and integrations. Launch time for multi-agency and enterprise level accounts (10+ dashboards) may vary depending on the scope of your project.

THIRD PARTY SERVICES

Your subscription cost does not include any integration (typically referred to as “API” or “Data Access”) fees by third-party software providers. Please check with your third party vendor to see if any may apply to the integrations specific to your organization. Most integration partners do not charge any or significant additional fees, but your determination will be based on your agreement/plan with them.

MAPPING OPTIONS

First Arriving utilizes ESRI for base mapping (ESRI.com) which specializes in public safety mapping. You may use your own ESRI account, if applicable, for additional layers and features specific to your agency. We also support Mapbox, Here.com and other mapping and GIS platforms. Google StreetView is also an option, which requires a separate Google Maps account, which includes a $200/month credit towards Google Mapping fees and covers most use cases.

Mapping & Alerting Note
First Arriving's Dashboards provide excellent *supplemental* information for your incident notifications, including general routing and street view provided by third parties, such as ESRI, Mapbox and others. These features rely on a reliable internet connection and updated information from your third party services such as hydrant and other marked locations. These services are provided for you with our Dashboards but you should always rely on your primary dispatch, known best route to incident and other available primary information for the response location. Like any third party app or service, the information displayed on your Dashboards **does not replace** your primary incident alerting notification resource(s) such as your dispatch center's system.

WHAT WE NEED FROM YOU

During your Implementation process, as well as for ongoing support requests, First Arriving may request “API Keys”, sample data files, access permissions and other requirements for setting up your Dashboards and connecting them to third party services. If you are sharing any information with other agencies’ dashboards, you need to sign a form to grant access.

CUSTOMER SUCCESS STORIES

"First Arriving’s Digital Dashboards give our department the ability to take critical data and push that information out to those that need it most. Taking data and making it actionable improves system performance and unit utilization, thus allowing our department to better meet our community’s needs.”
- Deputy Fire Chief Brian Frankel, Prince George’s County (MD) Fire/EMS Department

“The fusion of First Arriving Dashboard technology with our internal leadership has created a means of delivering daily mission-critical information department wide. This has enhanced our situational awareness and strengthened our overall delivery of emergency and non-emergency services to the Colerain community.”
- Fire Chief Frank Cook, MPA, CFO, EFO, Fire Chief, Colerain Township (OH) Department of Fire and EMS

Browse More Customer Success Stories | Features & Integration List

MASTER SERVICES AGREEMENT BETWEEN THE CITY OF MILTON AND FIRST ARRIVING, LLC DBA FIRST ARRIVING

ADDENDUM NO. 1

This Addendum, executed this _____ day of _____, 2025 (the "Effective Date") supplements that certain Master Service Agreement (the "Agreement") between **FIRST ARRIVING, LLC, dba FIRST ARRIVING** ("Service Provider"), and the **CITY OF MILTON**, a political subdivision of the State of Georgia ("Customer"), of even date herewith, to add the following provisions thereto:

1. **Conflicting Provisions**.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum. All provisions not specifically addressed herein shall be as set forth in the Agreement.

2. **Term of Agreement.**

If the term of this Agreement is over one (1) year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Customer on September 30th of each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1st of each subsequent fiscal year absent the Customer's provision of written notice of non-renewal to Service Provider at least thirty (30) days prior to the end of the then term. Title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by the Customer.

3. **Sovereign Immunity; Indemnification.**

Nothing contained in the Agreement shall be construed to be a waiver of Customer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

4. **Confidentiality.**

Service Provider acknowledges that Customer's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

5. Ethics Code; Conflict of Interest.

Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Service Provider and the Customer acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Service Provider and the Customer further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Service Provider or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Service Provider agrees that, during performance of this Agreement, Service Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

7. Governing Law.

This Contract is governed by the laws of the State of Georgia to the extent that such laws apply to the City as a municipal corporation of the State of Georgia and as a party to this Agreement.

[signature page follows]

IN WITNESS WHEREOF Customer and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER:

FIRST ARRIVING, LLC DBA FIRST ARRIVING

By: _____
Print Name: Dave Iannone
Title: CEO

Attest:

Signature: Nate Davis
Print Name: Nate Davis
Title: CRO

CITY OF MILTON, GEORGIA

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 3/25/2025
8433E81F7AF148A...
City Attorney Date