



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Billy Grogan, Chief of Police

Date: May 6, 2019

Subject: **Approval of Purchase Contract with Georgia Power for License Plate Reader Cameras**

DESCRIPTION

Approval of a contract with Georgia Power to provide 16 fixed Genetec license plate readers (LRPs) primarily in the perimeter area. This contract includes all equipment, training, maintenance, interfaces and replacement of any damaged equipment. The LRPs will also be upgraded periodically if they become out-of-date.

BACKGROUND

Similar to law enforcement agencies around the world, the Dunwoody Police Department has been utilizing video cameras and automated license plate readers (ALPRs or LRPs) as part of our response to and investigation of crimes for many years. These devices, particularly when used together, are increasingly instrumental in the detection and deterrence of crime, providing both evidence of criminal activity and a disincentive to criminals who might otherwise prey on our residents.

In 2018, 80% of all Part 1 Crime occurred in 30 Beat, which is the perimeter area. In addition, 86% of the people arrested by the Dunwoody Police Department were non-residents. The deployment of fixed LRPs provides an opportunity for the Dunwoody Police Department to dramatically expand our crime solving capacity, our crime predicting analyses, and crime deterrence capabilities through license plate detection. By deploying these LRP devices in the areas experiencing the most crime, we can make a significant impact in reducing crime.

Video monitoring and LRP technology serve a dual purpose: in the short-term, expanding access to these tools increases the resources on which detectives may draw while investigating crimes that occur in Dunwoody. In the long term, as news of our use of surveillance cameras and LRPs spreads through both intentional publication and word-of-mouth, we expect criminals will seek easier targets in other cities. Because criminals generally target locations with the least resistance or chance of apprehension, this is likely to reduce crime in Dunwoody.

However, the department's access to this equipment has been historically limited for several reasons. In addition to the high cost of purchasing, operating, and maintaining these devices,

Denis Shortal Mayor
 Eric Linton, ICMA-CM City Manager
 Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
 Jim Riticher City Council Post 2
 Tom Lambert City Council Post 3

Terry Nall City Council Post 4
 Lynn Deutsch City Council Post 5
 John Heneghan City Council Post 6

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the need for physical locations conducive to camera installation further complicates the utilization of these important tools.

The Dunwoody Police Department sought quotes from both our current vendor, GC& E Systems Group and Georgia Power.

In April, 2017, the Brookhaven Police Department entered into a lease agreement with Georgia Power (GP) to provide 65 LPRs and 30 video cameras in their crime fighting efforts. Georgia Power has a newly-formed division of their company, which was created for the purpose of providing law enforcement agencies the availability to increase the use of video cameras and LPRs. Brookhaven has had significant success with the deployment of their LPR cameras.

GC&E Systems Group Proposal

GC&E Systems Group provided a proposal to purchase 21 Genetec LPRs, which included a number of excluded items and/or assumptions, which we would be responsible for. Some of these excluded items includes conduit, trenching and poles if required.

Quote: \$315,544.61

First Year Maintenance: \$3,500

Second+ Year Maintenance: \$12,500

Our IT Department staff would be responsible for a significant workload to make sure the LPRs remained operational and the data flowed continuously. In addition, it would be our responsibility to replace any damaged LPRs.

Georgia Power Proposal

Georgia Power provided a turnkey proposal for the purchase of 16 Genetec LPRs, which would integrate with the Genetec system we already have. The purchase includes the installation, maintenance, connectivity, troubleshooting, training and replacement of any damaged LPRs. The cost is as follows:

Down Payment: \$189,218.00

Monthly Cost: \$4,815.58

Georgia Power has also successfully deployed both LPRs and/or video cameras in the City of Chamblee, City of Tucker, City of Austell, City of Tybee Island, City of Stockbridge, City of Conyers and the City of Atlanta. They are currently in discussion in multiple other cities in our area.



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RECOMMENDATION

Staff consulted with our IT Department and sought their feedback on the best option from an IT perspective. After this consultation, staff recommends approval of a purchase contract with Georgia Power for 16 Genetec license plate readers (LPRs) including all equipment, training, maintenance, upgrades, interfaces and replacement of any damaged equipment.

The City Council has already approved \$300,000 for cameras as a line item in the police department's Capital budget. These funds will be used for this purchase.

This purchase has followed all City of Dunwoody purchasing policies and has been reviewed by both our City of Dunwoody purchasing staff and legal staff.

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**Lighting & Smart Services
Surveillance Sale & Service (Governmental)**



Customer Legal Name City of Dunwoody DBA _____
 Service Address 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 County Metro North
 Mailing Address 41 Perimeter Center E *STE 250 Atlanta, GA 30346
 Email _____ Tel # 678-382-6908 Alt Tel # _____
 Tax ID # Xxxxx7535 Business Description Law Enforcement
 Existing Customer? Yes No If Yes, which Account Number: _____

Description
1. Purchase of Surveillance Equipment as described in Exhibit A
2. Monthly Service as described in Terms & Conditions and Exhibit A

Pricing Summary

1. Purchase Price (\$)
\$189,218.00

2. Service Cost (\$)	Regulated Cost (\$) *	Est. Monthly Cost (\$) *
\$4,767.33	\$47.95	\$4,815.58

Initial Service Term	1 month
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* The actual Regulated Cost will be calculated using the tariffs approved by the Georgia Public Service Commission at time of billing. This estimate is based on Summer Rates in effect at the time of this agreement. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting & Smart Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted in this agreement. Customer also agrees to allow removal of existing GPC assets and/or Customer-owned assets as needed to provide the Service.

Customer represents that the individual signing this Agreement on its behalf has authority to

Customer Authorization	Georgia Power Company
Signature:	Signature:
Print Name:	Print Name: Nealy Scott
Print Title:	Print Title: Account Executive
Date:	Date:

TERMS and CONDITIONS (Surveillance Sale – Governmental)

(G IS Gov Sale)

1. **Agreement Scope.** This Lighting and Smart Services Agreement for surveillance (“**Agreement**”) establishes the terms and conditions under which **Georgia Power Company (“GPC”)** will provide surveillance and related service, including Maintenance as defined in Section 5, (the “**Service**”) to the customer identified on Page 1 (“**Customer**”). The Service will be provided to Customer at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) as necessary or convenient to address regulatory requirements or for other reasons related to the Service or use of GPC Assets. GPC also may install Customer-owned Equipment at the Premises, as described in Section 2. The Service may allow Customer to retrieve, process, or access information, which may include photographs, video recordings, audio recordings, or other content obtained from the Premises (“**Content**”). The Service does not include any Content monitoring by GPC.
2. **Sale and Installation.** GPC agrees to sell, and Customer agrees to purchase, equipment as described in **Exhibit A** attached and incorporated by this reference (the “**Equipment**”) for the Purchase Price shown on Page 1. Following Equipment installation by GPC or its contractor, risk of loss associated with the Equipment transfers to Customer.
3. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term are collectively the “**Term**.” GPC may suspend or terminate the Service without advance notice if GPC has reason to believe the Service is being used for an unlawful or unethical purpose.
4. **Intent and Title.** This Agreement concerns GPC’s provision of the Service to Customer and, except as expressly stated in Exhibit A regarding sale of the designated Equipment, is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. Title to the Equipment will transfer to Customer only upon GPC’s receipt of payment therefor in accordance with this Agreement. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets and GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
5. **Maintenance.** Throughout the Term, GPC, itself or through a contractor, will provide all labor, replacement Equipment, and other parts and materials as necessary to maintain, repair, replace, or otherwise service the Equipment as described in this *Maintenance* section and in *Payment* below (“**Maintenance**”). Maintenance will not include, and GPC will not be responsible for: (i) any repair or replacement necessitated by the negligence or willful misconduct of Customer or by the action of anyone other than GPC or a GPC contractor, agent, or representative; or (ii) any upgrade of or improvement to the Equipment. Customer must keep the area around the Equipment clean and in good condition, free from debris or any condition that could adversely impact GPC’s ability to access or maintain the Equipment.
6. **Payment.** Upon invoice, Customer will pay the Equipment Purchase Price stated on Page 1. Throughout the Term, GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Exhibit A indicates whether the monthly Service Cost covers replacement cost of the Equipment. Any non-covered maintenance or replacement Equipment provided at Customer’s request will be invoiced and paid on a cost-plus basis. Customer agrees to pay the amount billed by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change after the date of this Agreement.
7. **Premises Activity.** Customer grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises and to perform any activity related to the Service, Equipment installation, or GPC’s use of the GPC Assets, including the right to: (i) install and connect GPC Assets and the Equipment, to provide the Service, or to provide or install any other service; (ii) remove or disconnect pre-existing equipment where necessary or convenient; (iii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iv) provide Maintenance; (v) install additional equipment or devices on GPC Assets; or (vi) conduct any other activity reasonably related to the Service or GPC Assets (items (i) – (vi) collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service. Customer will provide reasonable cooperation and support to GPC in connection with GPC’s performance of the Service, including reasonable access to the Equipment.
8. **Installation.** Customer recognizes that the Service requires installation of GPC Assets and the Equipment. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - a. **Customer-Provided Equipment.** GPC, at its discretion, may connect GPC Assets or the Equipment to or otherwise use Customer-provided equipment, including wiring, servers, or similar equipment (collectively, “**CPE**”) at the Premises to provide the Service. GPC is not responsible for repair or replacement of any CPE and GPC is not responsible for any damage CPE may cause to the Service or to GPC Assets. Customer bears the exclusive risk of any damage resulting from any impaired functionality of the Service or damage to GPC Assets or the Equipment caused by CPE.
 - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any resulting delay.
 - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
9. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner or operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 - 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
10. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything (including any CPE) to GPC Assets, Customer must first obtain GPC’s written consent. Customer must call GPC Lighting and Smart Services business unit at 1-888-655-5888 to obtain consent.
11. **System.** GPC Assets and the Equipment access and use certain proprietary or third-party hardware, application services, components, embedded software, or firmware (collectively, “**System**”) in connection with the Service. System components remain the sole property of the owner. GPC grants Customer a license to access and use the System as specified in, and permitted by, this Agreement during the Term. Customer may not: (i) decompile or reverse engineer the System or take any other action to discover the source code or underlying idea or algorithm of any component; (ii) copy any System product or software; (iii) post, publish, or create a derivative work based on the System; or (iv) remove from the System any copyright notice, trade or service mark, brand name, or the like. **Throughout the Term, Customer’s use of the System is subject to, and Customer expressly agrees to abide by, the Genetec Cloud Services Subscriber terms of service, which may be found at www.genetec.com/legal.**
12. **Internet Connectivity and Content Access.** As part of the Service, and unless otherwise noted, GPC will provide an internet connection to link the Equipment and GPC Assets to the System for upload of Content or other data transfers, which internet connection is not available for any other use. **Except for any specified Equipment described in Exhibit A, the Service does not include any device necessary for Customer’s access to Content.** Customer may access the Content and the System using Customer’s own internet-connected device(s) and Customer’s own internet connection (both of which are CPE under this Agreement). The Service uses internet

bandwidth, the amount of which may vary based upon Customer's use of the Service. GPC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. **Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, the internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function.** Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. **Customer must notify GPC immediately of any System failure or malfunction, including any internet or other transmission failure.**

13. **Content Storage.** Content will either be stored in the cloud or on a local storage device (provided by GPC or as CPE) and used by Customer for receipt and storage of the digital feed of Content. Content will be available only until overwritten by the System.
14. **Interruption of Service.** Customer understands that the Service and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Customer acknowledges and agrees that GPC or its contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to GPC Asset equipment failure, GPC will install replacement technology sufficient to provide equivalent Service. Customer can notify GPC by calling 1-888-655-5888.
15. **Content and Legal Compliance.** Customer acknowledges that it may use the Service and Content only for a lawful purpose, and that related surveillance equipment, including camera Equipment, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any picture, sound, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using GPC Assets or the Service.
- To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and GPC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.
- Customer is the owner of Content and is solely responsible for: (i) Content substance; (ii) Customer's conduct with respect to Content; and (iii) any consequence of accessing, retrieving, or using Content. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.
- Customer acknowledges and agrees that Content may be received or stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grants to GPC a perpetual, royalty-free, irrevocable license, that GPC may store, or cause to be stored, Content for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose Content to third parties, with or without notice to Customer: (I) in connection with any law enforcement investigation or proceeding; (II) pursuant to a court order or subpoena; or (III) as allowed or required by applicable law. Customer consents to any such disclosure.
16. **Disclaimer; Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or noninfringement) regarding the Equipment, the Service, GPC Assets, or any GPC Activity. **EQUIPMENT IS PROVIDED "AS IS" AND IN NO EVENT WILL GPC BE LIABLE TO CUSTOMER FOR ANY LIABILITY, LOSS, CLAIM, DAMAGE, OR EXPENSE INCURRED BY CUSTOMER ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH THE EQUIPMENT OR THE OPERATION, USE, MALFUNCTION, FAILURE, OR DEFECT THEREOF, INCLUDING DAMAGE RESULTING FROM THE CLAIM OF A THIRD PARTY, OUTAGE OF ELECTRIC CURRENT, OR DAMAGE TO PROPERTY OR EQUIPMENT, EXCEPT TO THE EXTENT SUCH LIABILITY, LOSS, CLAIM, DAMAGE, OR EXPENSE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GPC OR ITS CONTRACTORS, AGENTS, OR REPRESENTATIVES.** Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment, the Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Equipment, the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer understands the Service is not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no GPC Asset, CPE, Service, or System is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outage, weather, or the tampering with or destruction of GPC Assets or CPE. GPC is not required to supply Service to Customer during any such interruption. GPC does not guarantee the security of the System, GPC Assets, Equipment, or CPE and is not responsible if any software code entering the Equipment or CPE disrupts, disables, or self-limits the System, Equipment, or CPE. GPC is not responsible for maintaining the confidentiality, integrity, or security (physical or electronic) of Content. To the greatest extent allowed by applicable law, GPC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises.
17. **Not Insurance Policy.** Customer agrees and understands that: (i) GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) appropriate insurance, if any, will be maintained by Customer; (iii) charges by GPC under this Agreement are based solely upon the limited value of the Service and are unrelated to the value of the Premises or property located on the Premises; (iv) the amounts payable by Customer are not sufficient to warrant GPC's assumption of any risk of consequential, collateral, incidental, or other damages to Customer due to: (a) the Service; (b) any deficiency, defect, inadequacy, or disruption of the Service or Equipment; or (c) GPC's or its contractor's, agent's, or representative's negligence or failure to perform; (v) Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement; and (vi) Customer agrees that GPC will not be liable for loss or damage due, directly or indirectly, to any occurrence or consequence from occurrence that the Service may be desired to detect.
18. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts.
19. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and, with respect to the installation portion of the GPC Activity, this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
20. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, late fee, or any amount due for the Service during the remaining Term.
21. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, the Equipment, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication, absent express statement otherwise. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Exhibit A**Equipment Purchased**Description

- 16 Genetec AutoVu SharpV Cameras
- 8 IoT Communication Box (Excluding SIM Card)

Service Fee IncludesDescription

- Use of GPC Assets as described in Terms & Conditions
- Repair and Replacement of Equipment Purchased
- LTE Service including SIM card
- Subscription and License Fees
- Health Monitoring