

RESOLUTION

#26-41

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA, BY AND THROUGH ITS MAYOR AND COUNCIL, APPROVING AN AGREEMENT WITH PALADIN DRONES FOR SERVICE AND EQUIPMENT FOR THREE (3) DRONES AND ASSOCIATED DOCKING STATIONS; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and City Council are the governing body of the City of Dublin, Georgia; and

WHEREAS, the City of Dublin, Georgia desires to secure the services of PALADIN Drones for services and equipment for a five (5) year term; and

WHEREAS, the Mayor and Council find it in the best interest of the City to negotiate and formalize the terms of the agreement with PALADIN Drones, substantially in the form as attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

WHEREAS, the Mayor and Council find it in the best interest of the City to formalize the terms of the agreement with PALADIN Drones; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

THEREFORE, NOW BE IT RESOLVED that the City Manager is hereby authorized to negotiate an agreement, substantially in the form as attached hereto as Exhibit "A" and incorporated herein by this reference, for the services and equipment with PALADIN Drones and the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of acceptance of the same.

BE IT FURTHER RESOLVED that execution of the Agreement by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreement is hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City/Staff Attorney, and the City Clerk may approve such modifications and additions or cancellation of its level of services provided by PALADIN Drones as may be deemed appropriate by him and in the best interest of the City at all points in time during the term of the Agreement.

BE IT FURTHER RESOLVED that the City Manager, or his or her designee, is authorized to execute and deliver any other document required by PALADIN Drones to affect the purpose of this Resolution and Agreement and that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 18th day of June 2026 by a vote of 4 to 0.



CITY OF DUBLIN, GEORGIA

BY: Joshua E. Kight
Joshua E. Kight,
Mayor

ATTEST:

By Dorothy Rozier
Dorothy Rozier, City Clerk

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **07/01/2026** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 10200 Richmond Ave, Ste 272, Houston, TX 77042 (hereinafter, “**Paladin**”) and **City of Dublin, GA**, with an address of **100 S Church St, Dublin, GA 31021** (hereinafter, “**Customer**”); and collectively the “**Parties**.”
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “**Exhibit B**”).
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: 7/1/2026	Billing Frequency: Annually
Final Term End Date: 7/1/2027	Payment Terms: Net 30 days
Pricing Package: DFR Package	Price: See Exhibit A

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

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

FORTH IN THE TERMS & CONDITIONS.

16. Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

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

(Signature page follows)

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

PALADIN DRONES INC.

By: _____

Name: Divy Shrivastava

Title: CEO

City of Dublin, GA

By: _____

Name: _____

Title: _____

[Handwritten signature]
[Handwritten signature: Joshua K. Gatt]
[Handwritten signature: Mayor]
[Handwritten signature: Dorothy - City Clerk]



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

Exhibit A
PALADIN QUOTE

[See attached.]

Dublin Police Dept, GA

Dublin Police Dept, GA

PO Box 690

Dublin, GA 31040

US

Keith Moon

moonk@dublinga.org

478-277-5020

Reference: 20260611-141537433

Quote created: June 11, 2026

Quote expires: September 9, 2026

Quote created by: David Gavran

david.gavran@paladindrone.io

+17046209359

Comments from David Gavran

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a five (5) year term.

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package The Premium DFR Package is an all-inclusive base annual subscription fee which includes: - One (1) EXT Module, connectivity for one (1) drone (sold separately) to Watchtower Software - One (1) Dock Integration, connectivity for one (1) docking station to Watchtower Software at any time (OPTIONAL) - One (1) Paladin ADS-B Receiver system - Watchtower Software with Unlimited Users - FAA and BVLOS (ADS-B Waiver) Compliance review, set-up, and renewal - Implementation, Unlimited Training & Customer Support - Unlimited users and data storage - Annual battery replacements - Connectivity for up to three (3) Livestream Drones at no additional cost This Package also provides access to Paladin's dealer discounted One-Time Purchases on equipment. This system is compatible with the Paladin Drop Mechanism with select drones.	1	\$49,000.00 / year	\$44,100.00 / year after 10% discount for 5 years
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for: One (1) Docking Station (sold separately) to Watchtower Software under the Premium DFR Package This add-on connectivity includes unlimited maintenance & repairs and replacements on the Docking Station.	2	\$12,000.00 / year	\$21,600.00 / year after 10% discount for 5 years

Item & Description	Quantity	Unit Price	Total
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes: • One (1) EXT Module and connectivity for one (1) drone (sold separately) to Watchtower Software under the Premium DFR Package This add-on connectivity includes unlimited maintenance, repairs, and replacements as well as annual battery replacements when the drone or batteries are purchased through Paladin.	2	\$12,000.00 / year	\$21,600.00 / year after 10% discount for 5 years
DJI Dock 3 Set (+M4TD) DJI Dock 3 Set which includes: • DJI M4TD (x1) • DJI Dock 3 (x1) • Matrice 4 Batteries (x4) • RC Plus Controller (x1) • 240 Watt Charging Hub (x1) • Drone Carrying Case (x1) • Replacement Propellers (x4)	3	\$24,000.00	\$54,000.00 after \$18,000.00 discount
Annual subtotal			\$87,300.00 after \$9,700.00 discount
One-time subtotal			\$54,000.00 after \$18,000.00 discount
Total			\$141,300.00
Total contract value			\$490,500.00

Purchase terms