

AGREEMENT FOR COMMUNICATIONS EQUIPMENT AND SERVICES

This Agreement for Communications Equipment and Services (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Motorola Solutions, Inc., a Delaware corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase certain Motorola’s solutions, including hardware, software, and services to implement a full and complete NG9-1-1 solution (“Products” and “Services”) as more particularly described in Proposal: MSI3478075, dated August 29, 2024 (“Proposal”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all its obligations in the manner set forth in this Agreement and Exhibit A including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s Proposal, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Proposal or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services in accordance with Exhibit A, and the terms, conditions, and covenants of this Agreement and Exhibit A - Motorola Solutions Customer Agreement (“MCA”), its Exhibits and applicable Addenda. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all applicable municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. This Agreement shall commence on Effective date and continue to be in effect for five (5) years ("Term"), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s), upon written notice to the Provider. The City shall pay the Provider for the Products and Services in an amount not-to-exceed One Million, Nine Hundred Fifty-Six Thousand, Eight Hundred Thirty-Eight Dollars and 42/100 (\$1,956,838.42) as detailed on Schedule A below, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs, subject to the payment terms included in the proposal. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not- to-exceed amount of this Agreement if the two optional renewal terms are exercised by the City is One Million, Nine Hundred Fifty-Six Thousand, Eight Hundred, Thirty-Eight Dollars and 42/100 (\$1,956,838.42) as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
Year 1	\$ 1,046,001.40
Year 2	\$ 151,806.17
Year 3	\$ 151,806.17
Year 4	\$ 151,806.17
Year 5	\$ 151,806.17
First Renewal	\$ 151,806.17
Second Renewal	\$ 151,806.17
TOTAL:	\$ 1,956,838.42

2.2. The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE INSURANCE

3.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

3.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

3.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL shall be provided on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$2,000,000.00 per occurrence and \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

3.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit of \$1,000,000.00 single combined limit for bodily injury and property damage.

3.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

3.1.5. Cyber Liability Insurance, with limits of \$1,000,000 per claim, \$2,000,000 annual aggregate. Coverage shall be provided to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property (excluding patents and trade secrets), including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,

the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

3.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

3.2.2. Primary Coverage: For any claims related to this contract, the Provider's Commercial General Liability insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

3.2.3. Notice of Cancellation: The Commercial General Liability, Automobile Liability, and Workers Compensation policies will be endorsed to provide a thirty (30) day notice of cancellation to the City.

3.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation on the Commercial General Liability, Automobile Liability, and Workers Compensation policies which the Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, and agents.

3.2.6. Self-Insured Retentions: Self-insured retentions are the sole responsibility of the Provider.

3.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

3.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

3.3.1. The Retroactive Date must be before the date of the contract or the beginning of contract work.

3.3.2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

3.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

3.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them.

SECTION FOUR INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider’s business and this Agreement does not restrict Provider’s ability to so contract.

SECTION FIVE INDEMNIFICATION

The Provider will defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys’ fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, negligence, gross negligence or willful misconduct of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of its duties under the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms and conditions of Exhibit A, except to the extent the liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, or judgments arise from the negligence or willful misconduct of the City and/or its officers, agents or employees. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement.

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SECTION SIX
CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL
INFORMATION

6.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

6.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION SEVEN
TERMINATION

The City, through its City Manager or her designee, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination.

SECTION EIGHT
NOTICES

8.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Maria Consengco 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633- 1463
To Provider:	Motorola Solutions, Inc. Attention: Matt Florio 500 West Monroe Street Chicago, IL 60661 Phone: 415-846-1777

8.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION NINE SAFETY

9.1 Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TEN MISCELLANEOUS

10.1 Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

10.2 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

10.3 Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

10.4 Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

10.6 Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

10.7 Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

10.8 Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

10.9 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

10.10 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination.

10.11 Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

10.12 Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

10.13 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

10.14. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Motorola Solutions Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: Carrie Hemmen
Name: Carrie Hemmen
Title: MSSSI Sr. VP Software Sales

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

August 29, 2024

Karmen Gibson
North Las Vegas Police Department
2332 North Las Vegas Blvd.
North Las Vegas, NV 89030

RE: Proposal: MSI3478075

Dear Ms. Gibson:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the North Las Vegas Police Department ("NLVPD") quality communications equipment and services. The Motorola project team has taken great care to propose a solution to provide exceptional value. Motorola's solution includes hardware software, and services to implement a full and complete NG9-1-1 solution. For NLVPD, the proposal includes the following:

- 15 Vesta 9-1-1 Command Post positions
- Vesta Analytics
- Smart Transcription and Citizen Input (40 users)
- Managed Services and Cyber Security Services
- Implementation Services
- 5 years Maintenance, Support, Warranties

In an effort to provide the best possible 9-1-1 solution, I felt the need to also provide our Command Central Aware for 9-1-1 platform, which is part of Command Central Aware. The reason for this is because Aware can evolve to be used across public safety platforms, such as 9-1-1, CAD, radio, cameras, license plate readers, etc. Aware for 9-1-1 is being provided to NLVPD at no charge and is reflected in the Pricing Summary.

Motorola's Proposal is subject to the terms and conditions of the Master Customer Agreement ("MCA"), its Exhibits and applicable Addenda. The customer may accept this Proposal by providing to Motorola a signed copy of the MCA. This proposal shall remain valid for a period of 90 days from the date of this cover letter.

Upon review, Motorola would be pleased to address any questions and/or clarification NLVPD may have regarding the proposal. Questions can be directed to Matt Florio, Motorola Sr. Account Manager at 1-415-846-1777 or matt.florio@motorolasolutions.com.

Our goal is to provide NLVPD with the best products and services available in the communications industry. We thank you for the opportunity to implement the proposed communications solution for you, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Tom McEntire
Area Sales Manager
MOTOROLA SOLUTIONS, INC.



Proposal

North Las Vegas Police Department

VESTA 9-1-1 Call Handling

Single Backroom Design

August 29, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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MSI3478075.1B-1

Table of Contents

Section 1

Introduction 5

1.1 Key System Capabilities and Advantages6

1.2 Enhancements VESTA 9-1-1 Brings to the PSAP7

Section 2

Solution Description 9

2.1 VESTA 9-1-1 Call Handling.....9

2.2 Summary of Offer.....10

Section 3

Product Description 12

3.1 VESTA® 9-1-112

 3.1.1 Servers 13

 3.1.2 Gateways 14

 3.1.3 Remote CAD Port Servers 15

 3.1.4 Networking 16

 3.1.5 Printing..... 16

 3.1.6 Workstations..... 16

 3.1.7 VESTA® Real-Time Control 17

 3.1.8 Automated Abandoned Callback 17

 3.1.9 VESTA SMS..... 17

 3.1.10 Enhanced Data Window 17

 3.1.11 VESTA CommandPOST..... 18

3.2 Data Management19

 3.2.1 VESTA Analytics..... 19

 3.2.2 VESTA Analytics Front End 22

3.3 Geographic Information System (GIS)23

3.4 CommandCentral Aware Map for 9-1-123

 3.4.1 Solution Elements 24

 3.4.2 Modules Included With The CommandCentral Aware PSAP Starter Offer..... 24

 3.4.3 Event Monitor 25

 3.4.4 Rule Engine..... 25

3.5 CommandCentral Cloud-Based Services.....25

 3.5.1 Citizen Input 25

 3.5.2 Smart Transcription 26

3.6 Cybersecurity Services for VESTA 9-1-1.....27

 3.6.1 Managed Detection and Response..... 28

 3.6.2 Network and Security Operations Center 29

Section 4

Warranty Services	30
4.1 The Service Delivery Team	30
4.1.1 Customer Support Manager	30
4.1.2 Motorola Local Service Provider	30
4.2 Warranty and Maintenance Services	31
4.2.1 OnSite Response	31
4.2.2 VESTA 9-1-1 Operations Manager (ECH Service Management)	31
4.2.3 Network Security and Operation Center (NSOC)	32

Section 5

Statement of Work VESTA 9-1-1	35
5.1 Introduction	35
5.2 Award, Administration, and Project Initiation	35
5.3 Project Terms	36
5.4 Completion Criteria.....	36
5.4.1 Subscription Service Period	36
5.5 Project Roles and Responsibilities Overview	36
5.5.1 Motorola Project Roles and Responsibilities	36
5.5.2 Customer Core Team, Project Roles and Responsibilities	38
5.5.3 General Customer Responsibilities	41
5.6 Project Planning.....	41
5.6.1 Project Planning Session – Teleconference / Web Meeting	41
5.6.2 Project Kickoff Meeting	42
5.6.3 Contract Design Review	43
5.6.4 Business Process Review (BPR).....	44
5.6.5 Project Plan Approval	45
5.7 Equipment Installation and Validation	45
5.7.1 Solution Staging.....	45
5.7.2 Site Installation and Configuration	45
5.7.3 System Validation	46
5.7.4 Lockdown	47
5.8 System Training	47
5.8.1 Instructor-Led Training (On-Site and/or Remote)	47
5.9 System Go Live	47
5.9.1 Go-Live Planning	47
5.9.2 Motorola Support Engagement	48
5.9.3 Go Live	48
5.10 Project Closure.....	49
5.10.1 Site Installation and Verification Package	49

Section 6

Statement of Work – Citizen Input and Smart Transcription	50
6.1 Award and Project Initiation	50

6.2	Completion and Acceptance Criteria.....	50
6.3	Project Deployment	50
6.3.1	Project Planning Session	50
6.4	Hardware Procurement and Shipment	51
6.5	Hardware, Software, Firewall Installation, and Configuration	52
6.6	Citizen Input and Smart Transcription Client	52
6.7	Citizen Input and Smart Transcription for 9-1-1 Enablement and Provisioning	53
6.8	Citizen Input and Smart Transcription Functional Validation Testing	54
6.9	Citizen Input and Smart Transcription Training	54
6.10	Citizen Input and Smart Transcription Transition to Support.....	55
Section 7		
ActiveEyeSM Managed Detection and Response for VESTA® 9-1-1 Statement of Work ..		57
7.1	Overview.....	57
7.2	Description of Service	57
7.2.1	ActiveEye SM Security Operations Center	57
7.2.2	ActiveEye SM Security Platform	57
7.2.3	Service Prerequisites	58
7.2.4	Deployment Timeline and Milestones	58
7.2.5	Responsibilities	59
7.2.6	Service Modules	59
7.3	Security Operations Center Monitoring and Support.....	60
7.3.1	Scope	60
7.3.2	Responsibilities	60
7.3.3	Event Response and Notification	61
7.3.4	Managed Detection and Response Priority Level Definitions and Response Times	62
7.4	Included Services.....	64
7.4.1	Site Information.....	64
7.5	Limitations and Exclusions	64
7.5.1	Service Limitations	65
7.5.2	Processing of Customer Data in the United States and/or Other Locations	65
7.5.3	Customer and Third-Party Information	65
7.5.4	Third-Party Software and Service Providers, Including Resale	66
Section 8		
Equipment List.....		67
8.1	North Las Vegas PD PSAP	67
Section 9		
Pricing		75
9.1	VESTA 9-1-1 Solution	75
9.2	Payment Terms.....	75

Section 10
Contractual Documentation 77

Section 1

Introduction

Motorola Solutions is proud to present this firm proposal for the VESTA® 9-1-1 call handling solution at the request of the North Las Vegas PD, NV.

Motorola Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA 9-1-1 solution is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 2500 agencies, the VESTA 9-1-1 solution was designed to handle IP communications including Wireline, Wireless, VoIP, TDD/ TTY, SMS/Text.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAPs increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple Public Safety Answering Point (PSAP) locations.

VESTA 9-1-1 is designed to meet emerging 9-1-1 technology and has evolved with the introduction of CommandCentral cloud-based services provides you with assistive technologies while maintaining our reputation for reliability and ease of use. The cloud-based services integrate with the existing VESTA 9-1-1 solution and provide visual content including photos and real-time video and real-time transcription of call audio.

Motorola Solutions offers a trusted, comprehensive suite of cybersecurity solutions to cost-effectively reduce risk and allow customers to focus on their mission instead of security. As cyber attacks become more frequent and sophisticated, and mission-critical communications systems become interconnected to other IP-based systems, prevention and proactive risk management are critical. In addition, finding and retaining qualified cybersecurity professionals is more challenging than ever. As a result, PSAPs must consider next-generation cybersecurity solutions to better detect and defend against advanced threats. Having security elements like antivirus, firewalls or unmonitored intrusion detection systems inspecting traffic is no longer enough. A cyber attack can not only bring your system down — it can also cost you millions of dollars in remediation, along with lost trust and damage to your reputation. Managed Detection and Response and Endpoint Detection and Response are all part of the managed security services options we have purpose built for VESTA 9-1-1 direct customers.

The VESTA 9-1-1 solution is designed to meet growing community needs and emerging 9-1-1 technology. NLVPD is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, NLVPD can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



1.1 Key System Capabilities and Advantages

The VESTA 9-1-1 solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the VESTA 9-1-1 solution.

- **Operating Systems** – Microsoft Windows 10 professional (64-bit), CentOS 7.9 (MDS), CentOS 6.5 (ASN), CentOS 7.2 (CFS), Windows Server 2019 R2 and VMware Hypervisor ESxi 6.5 Update 3.
- **Database** – The VESTA Analytics MIS uses Microsoft SQL Server Analysis Services (SSAS) – A database structure has been implemented that enables more efficient reporting and scalability for adding additional capabilities in the future as required.
- **Telecommunications** – Motorola Solutions provides as a standard component, an industry-leading soft-switch packaged with Media Gateway's from AudioCodes, which provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities. The ESInet Interface Module (EIM) interface also provides emerging i3 Next Generation connectivity. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrative telephony needs.
- **Call Handling Functions** – The VESTA 9-1-1 solution call handling functions are very robust and include, multiple party conferencing, single button transfers, extensive dial directory, ALI displayed on the screen layout and/or IP telephone (if equipped), silent monitoring, barge-in, abandoned call management, pocket dialing call prevention, queue activity display and much more.
- **Sound Arbitration Module** – Traditional headset and handset interfaces are provided via the Sound Arbitration Module (SAM) unit. The SAM unit is comprised of the module itself, a headset/handset unit, an external speaker for system audio, and up to three jackboxes (console user, supervisor, and trainer). This provides all necessary analog interconnections for managing

Call Taker/Dispatcher handsets/headsets, radio system integration and digital logging recorder outputs.

- **Call Recording** – The VESTA 9-1-1 solution provides a short term recording capability for emergency, administrative and radio calls. The system records and stores all 9-1-1 calls for IRR purposes at each workstation. All call recordings are made available for playback from the console layout screen.
- **Architecture** - The system's components (such as servers and consoles) can operate on a Wide Area Network (WAN) and can support various deployment architectures, such as multi-site centralized, dual-site distributed, single-site centralized, and multi-site distributed. The system is deployed in a redundant configuration thus providing a High Availability (HA) architecture for centralization and integration of server applications. Firewalls are used on the system to terminate VPNs and to allow remote access to the site(s). Also, SMS and EIM interfaces are supported via Firewalls. In all deployments, a ruggedized laptop (CommandPOST) can provide remote emergency call handling functions outside an emergency call center.
- **COTS Design** – Motorola Solutions is committed to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. VESTA 9-1-1 standardizes with Cisco networking switches, HP workstation computer hardware, HP HA Servers, AudioCodes Gateways and Mtel Enhanced IP telephones.
- **Implementation** – Single and/or hosted solution deployments are available. The system may be installed and serviced by Motorola Solutions. Customer agencies may also be trained to maintain the system if desired.
- **Ease of Use** – The VESTA 9-1-1 system offers the most intuitive, flexible and easy-to-use graphical interface available in the Public Safety industry today. Thus, providing significant time and cost savings in training new personnel.
- **Support** – Motorola Solutions provide quality, around-the-clock customer service with remote monitoring, patch management, anti-virus and disaster recovery options. At any time, day or night, a member of our highly skilled service team is available to assist customers with any questions or concerns.

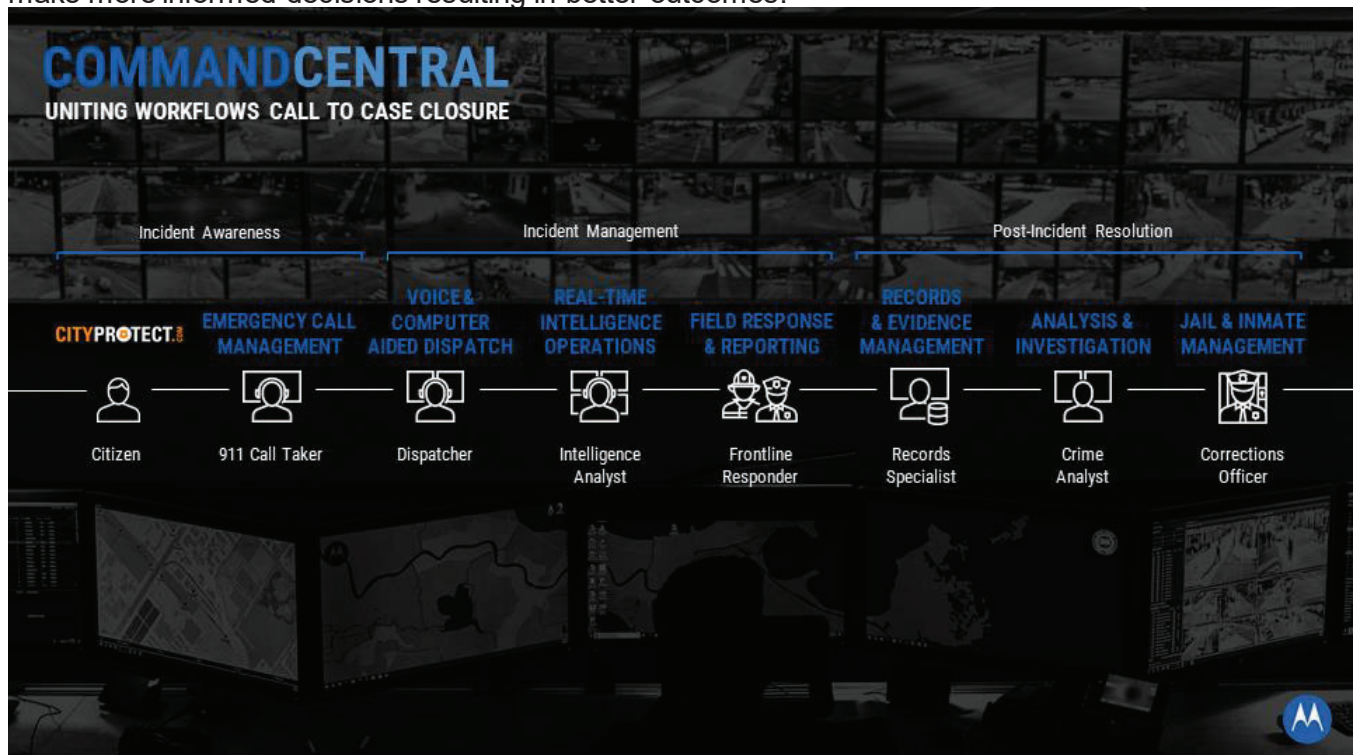
1.2 Enhancements VESTA 9-1-1 Brings to the PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today's PSAPs and dispatch centers. The following address the issues core to the VESTA 9-1-1 platform:

- **Customization** – At the heart of this unified geospatial multimedia platform is a configurable desktop User Interface (UI) that gives Call Takers a richer, more intuitive user experience. The UI hosts multiple layouts and workflows to manage voice calls and integrated Text-to-9-1-1 messages.
- **Full Voice and Text-to-9-1-1 Call Detail** – A Queue Display on the UI shows voice and Text-to-9-1-1 queues and their related data. This includes the number of agents logged in, their status, and the number of calls in queue and average wait times. Thresholds can be set, with visual and audible alerts configured at three levels (High, Medium, and Low).
- **Cost-Effective Scalability** – The VESTA 9-1-1 solution serves PSAPs with 2 to 250 Call Takers, delivering cost-effective scalability as needs change. Its flexible, open architecture sustains single-site installations and geo-diverse, multi-site and multi-agency deployments.

- **Workflow** – PSAP supervisors quickly adapt to changing operational requirements by configuring applications, information and workflows for each Call Taker role assignment. Between this centralized administration and the ability to partition resources and users into agencies, 9-1-1 budget owners also have leverage for investment consolidation.
- **Internet Protocol for Robust Functionality** – The VESTA 9-1-1 solution's purpose-built Internet Protocol (IP) soft switch delivers uninterrupted SIP telephony. This includes IP voice support on i3 Emergency Services IP networks (ESInets), using Request for Assistance Interface (RFAl) protocol. It also supplies advanced telephony functions like Automatic Call Distribution (ACD) and dynamic conferencing.
- **Reliability** – High availability; no single point of failure with robust server connectivity recovery and accurate server connectivity status reporting. Optional geo-redundant host deployment. Redundant connections at remotes, plus support for dual networks at the workstation(s). Optional Local Survivability functionality that gives remote sites the ability to continue to take calls when connection to the host(s) sites is lost.
- **Long Term Investment** – Open, distributed IP architecture. Native ESInet connectivity. Standards compliant (NENA i3). Forward migration path to NG9-1-1 with this integrated, geospatial multimedia platform.

VESTA 9-1-1 is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise ecosystem, driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes.



Section 2

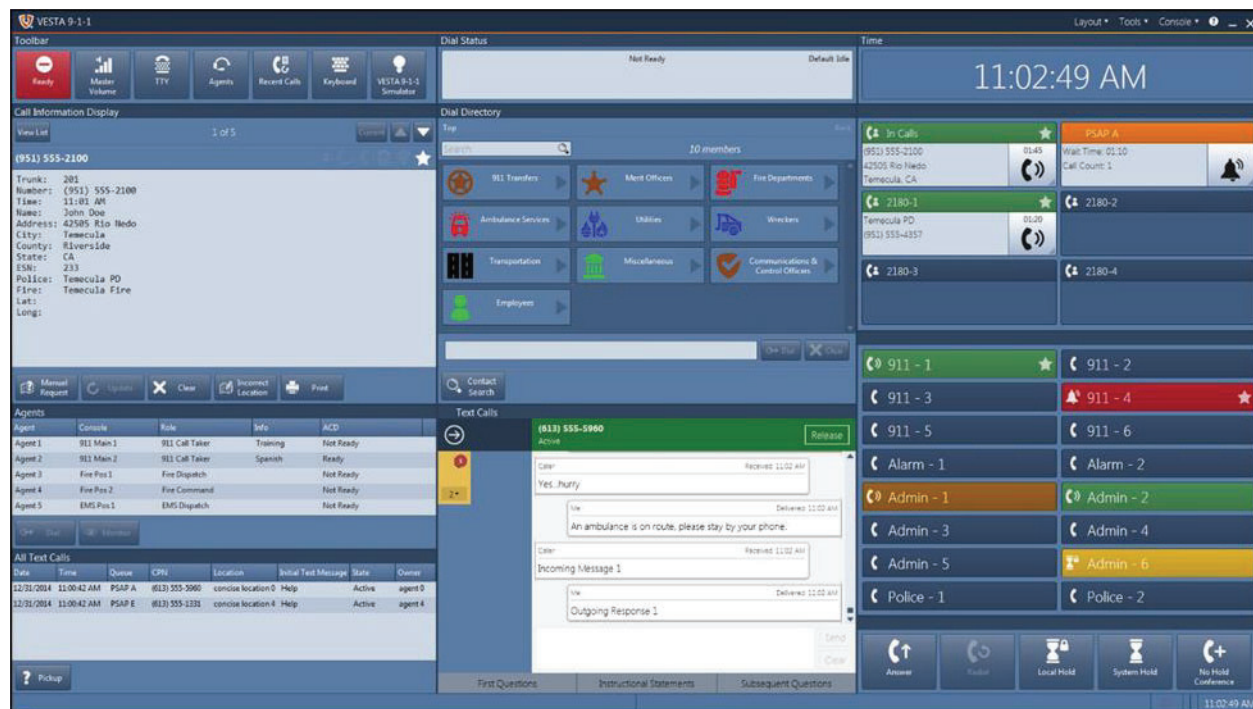
Solution Description

2.1 VESTA 9-1-1 Call Handling

The VESTA 9-1-1 Call Taking solution is a Next Generation 9-1-1, National Emergency Number Association (NENA), i3-based call processing system for advanced call centers seeking scalability and flexibility in their call handling, along with maximum system availability. Our state-of-the-art solution is modernizing the integration of NG9-1-1 call handling, short message service (SMS), geographic information system (GIS) and the management information systems (MIS).

The VESTA 9-1-1 solution is built on a VoIP - IETF SIP architecture and is ready for NG9-1-1 deployment while supporting legacy E9-1-1 technologies as well. The call handling software application manages the receipt of emergency (and administrative) calls and seamlessly distributes them to Call Takers for disposition via the best user friendly GUI interface in the public safety industry.

Built for both today and tomorrow, the VESTA 9-1-1 solution offers a cost-effective i3-based solution today that will protect municipal investments as NENA develops and launches new standards for the NG9-1-1 PSAP. These standards include higher interoperability between networks, PSAP applications and the call processing platform, resulting in significant improvements in efficiency and emergency response of all agencies involved. Motorola Solutions, as an industry leader, is actively involved in NENA ICE to develop and understand these standards, and to ensure our products evolve as the Next Generation paradigm takes shape.



Fully Configurable VESTA 9-1-1 Solution

2.2 Summary of Offer

The proposal includes a comprehensive NG9-1-1 Call Handling solution for one PSAP location.

The configuration proposed is based on information provided by NLVPD during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

North Las Vegas Police Department PSAP – Host/Side A

- (15) Command Post positions with VESTA 9-1-1 Advanced Enhanced Operations license
At each position:
 - 24-key Genovation keypad
 - Sound Arbitration Unit (SAM) with Speaker Kit
 - 4-Port KVM
 - Handset and Cord
 - VESTA® 9-1-1 IRR per seat license
 - VESTA® Analytics Standard + Advanced Reporting per seat license
 - VESTA Data Assist per seat license
- Integrated Text-To-9-1-1 services via VESTA SMS
- RapidSOS Integration via the Enhanced Data Window
- VESTA® 9-1-1 Multi-Queue Display
- Automated Abandoned Callback
- SIP Connection to (30) Concurrent Call Paths
- MIS - Call management and reporting system
 - VESTA® Analytics

Training provided

- VESTA 9-1-1 Agent
- VESTA 9-1-1 Admin
- E-Learning VESTA 9-1-1 Activity View
- E-Learning VESTA 9-1-1 SMS Agent Delta
- VESTA 9-1-1 Analytics Admin Training
- Cutover Coaching
- CommandPOST On-Site Training

CommandCentral Citizen Input and Smart Transcription

- (40) Named Users Subscription for (15) Positions

Cybersecurity Services for VESTA 9-1-1

- Managed Detection and Response
- Endpoint Detection and Response

Customer Provided

- Backroom UPS/Building UPS
- ALI Modems (If applicable)
- Call Taker Headsets
- Customer is responsible for TCC services and network charges
- NTP Compliant Device

System-wide

- NLVPD-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term

Section 3

Product Description

The product description gives an overview of the features and benefits of VESTA 9-1-1. Some of these features are optional. Please refer to the Summary of Offer section listing features and functions that are included in this bid. Contact your sales professional if you have any questions.

3.1 VESTA® 9-1-1

The VESTA 9-1-1 call handling solution is a mission-critical call management and response solution that is a NENA compliant, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports all of the standard telephony interfaces to simplify integration into existing telephony networks.
- Engineered to ensure that there is essentially no single point of failure, i.e. most of the hardware is duplicated within the system to ensure redundancy.

Below is a description of the **minimum** hardware components for a VESTA 9-1-1 system being shipped are as follows:

- Servers running Media Distribution Services (MDS)
- Servers running Data Distribution Services (DDS)
- FXS (Foreign eXchange Subscriber) gateways
- FXO (Foreign eXchange Office) gateways
- Managed Ethernet switches
- Firewall security appliance with VPN capability
- VESTA 9-1-1 workstations to manage and process incoming mission critical calls
- Supported interfaces include:
 - Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
 - Administrative lines – Centrex, CLID, POTS
 - Feature Group D (FGD)
 - Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
 - Digital interfaces: T1 and PRI
 - Automatic Location Identification (ALI) to identify caller information
 - CAD interface
 - VoIP 9-1-1 interfaces using NENA I3 or Intrado RFAI protocol

Specific features may or may not be available based on the options, call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally, some features listed above represent integration with other third party products that may not form part of the solution; these are denoted for reference purposes.

3.1.1 Servers

Media Distribution Services (MDS)

The VESTA 9-1-1 MDS are the software-based call-processing component of the VESTA 9-1-1 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 9-1-1 workstations and IP phones.

MDS servers provide the following feature/functionality:

- Support for 9-1-1 and Admin queues
- ACD schemes (Longest idle, Ring all, Circular and Linear)
- Conferencing, transfer, and call overflow capabilities
- Administrative phone features and services
- Auto attendant features
- Voice mail

MDS servers are always implemented in pairs and operate in an Active/Standby mode.

Data Distribution Services (DDS)

The VESTA 9-1-1 DDS provides advanced 9-1-1 call data handling and system monitoring services.

DDS servers provide the following feature/functionality:

- Retrieve and extract ALI from ALI databases, perform ALI rebids
- Interfaces to CAD (Computer Aided Dispatch) systems
- Manages the transfer of call details to remote agencies
- System activity events and logs for tracking, alarming and historical reporting
- Management of overall system resources
- A client applications software distribution mechanism for VESTA 9-1-1 workstations, VESTA™ Analytics MIS solution, and Activity View management application
- Real-time CDR (Call Detail Record) printing

DDS servers are always implemented in pairs and operate in an Active/Standby mode.

Advanced Services Node (ASN)

The Advanced Services Nodes (ASNs) are equipped to extend the functionality of the VESTA 9-1-1 system. These are deployed virtual machines, which may be hosted on the System Hypervisor servers or on a separate pair of Hypervisor servers.

The ASNs provide the following functionality:

- Support direct-connect capability for delivery of SMS/text calls utilizing MSRP protocol.
- Provide additional tools for training purposes. This includes simulators for:
 - Generating SMS/text calls
 - Generating simulated voice calls
- Provide additional tools for diagnostic and configuration of the ASN.

ASNs are always implemented in pairs and operate in an Active/Active mode.

Virtualized Servers

The MDS, DDS and other peripheral servers may be implemented as virtual machines (VM's) on one or more physical servers. This approach reduces the amount of back-room equipment, lowers power consumption and reduces thermal loading in the equipment room. VM's also provide greater flexibility for future software upgrades, since the operating system and client software are now independent of the server hardware. Virtual servers are normally equipped with:

- Six-core Xenon CPU's (minimum)
- 12 GB of RAM (minimum)
- Multiple disk drives in a minimum RAID 5 configuration
- Multiple 10/100/1000 NIC's
- Dual power supplies



Virtualized Server

3.1.2 Gateways

The VESTA 9-1-1 solution supports various gateways to interface to traditional (non-IP) telephone systems. Gateways convert non-VoIP circuits to standard, SIP-based VoIP.

Foreign Exchange Subscriber (FXS)

FXS gateways support the following interfaces:

- 2-wire CAMA 9-1-1 trunks
- “Dry” ring-down circuits
- Analog stations
- FAX machines/modems
- Web-based Graphical User Interface (GUI) for configuration

Foreign Exchange Office (FXO)

FXO gateways provide the following functionality and interfaces:

- Loop-start CO lines
- Ground-start CO lines (M1K FXO GS modules only)
- “Wet” ring-down circuits
- Direct Inward Dialing (DID) circuits to specific endpoints (phone sets)

- Web-based GUI for configuration

Mediant 1000 (M1K)

Mediant 1000 gateway chassis provides six expansion slots which can be equipped with any combination of FXO, FXS and/or T1/PRI interface modules. The Mediant 1000 chassis is also equipped with redundant power supplies and dual network interfaces (NICs).

The following features and circuit types are supported on these gateways:

- Interface to 2-wire analog CAMA 9-1-1 trunks
- Interface to 2-wire loop start administrative lines
- Interface to 2-wire ground-start administrative lines (requires GS FXO module)
- Interface to either dry or wet ring-down lines
- Interface to standard T1/E1 circuits*
- Interface to standard ISDN-PRI circuits*
- Web-based GUI for configuration and management

*A maximum of four digital circuits may be equipped per M1K chassis (pre R6.0) or up to six (R6.x and later, with firmware upgrade).

Mediant 800C gateways

The AudioCodes Mediant 800C enterprise session border controller (E-SBC) and media gateway supports up to 124 voice channels in a 1U platform and provides connectivity between TDM and VoIP networks. It provides the Border Control Function (BCF) for security and cybersecurity purposes between the ESInet/NGCS and agency networks.

The Mediant 800C also connects IP-PBXs to any SIP trunking service provider, scaling to 400 concurrent sessions. It can connect any SIP to SIP environment, legacy TDM-based PBX systems to IP networks, and IP-PBXs to the PSTN.

3.1.3 Remote CAD Port Servers

In virtualized and/or geo-diverse hosts and/or remote PSAPs, RS232 Port Servers RS-232-to-IP devices are deployed to extend serial CAD ports to the remote location.

These devices provide the following features:

- Four RS-232 ports per unit
- Each unit may communicate with multiple DDS servers
- Web-based GUI for configuration

For each PSAP equipped with a CAD interface, one set of the following will also be provided to allow for CAD port redundancy:

- Blackbox TL601A-R2 port arbitrator
- Blackbox TL159A-R4 8-port data sharing unit

3.1.4 Networking

The VESTA 9-1-1 system requires specific network capabilities in order to operate correctly.

Depending upon the price/performance desired by the customer, different managed network switches in 24- or 48-port configurations may be quoted. These are typically from either HP or Cisco. Network switches may be either standard or Power over Ethernet (PoE) versions, depending on the configuration required.

3.1.5 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface.

3.1.6 Workstations

The workstation uses a mini PC providing users with full functionality and power in a space saving design. The clean and compact design allows for flexible deployment options and is small enough to be mounted to the back of a monitor. Dual monitors are supported.



Mini 800 PC for VESTA 9-1-1 Clients

Genovation Keypad

The versatile, 24-key programmable keypad can be labeled to fit specific agency needs. The non-volatile, programmable memory allows the keypad to connect to any USB port without installing resident software. The keypad is easy to program using the Windows compatible software provided. Assembled with high quality key switches, the keys are durable, yet light and easy to press.



Genovation 24-Keypad

3.1.7 VESTA® Real-Time Control

An alerting device that displays the status of console user and call queue. Supports the following

- I/O Interface box
- Real Times Statisitcs
- Light poles

3.1.8 Automated Abandoned Callback

Automated Abandoned Callback (AAC) feature allows the VESTA 9-1-1 system to automatically call back serviceable abandoned 9-1-1 voice calls and verify if the caller needs assistance or not. If a caller responds that emergency service is still needed, the system will automatically queue the call for the next available call-taker. Otherwise, the call is marked as no further action required and released.

NOTE: This feature requires that Answer Supervision be enabled on all lines used to automatically return abandoned calls. The use of ISDN-PRI lines is recommended for this purpose, especially in larger, busy systems. Lines used for AAC will remain in use even after the call exits the AAC function if a caller responds that help is still needed. Sufficient lines will need to be configured for AAC use to ensure that there is no blocking during high traffic periods.

3.1.9 VESTA SMS

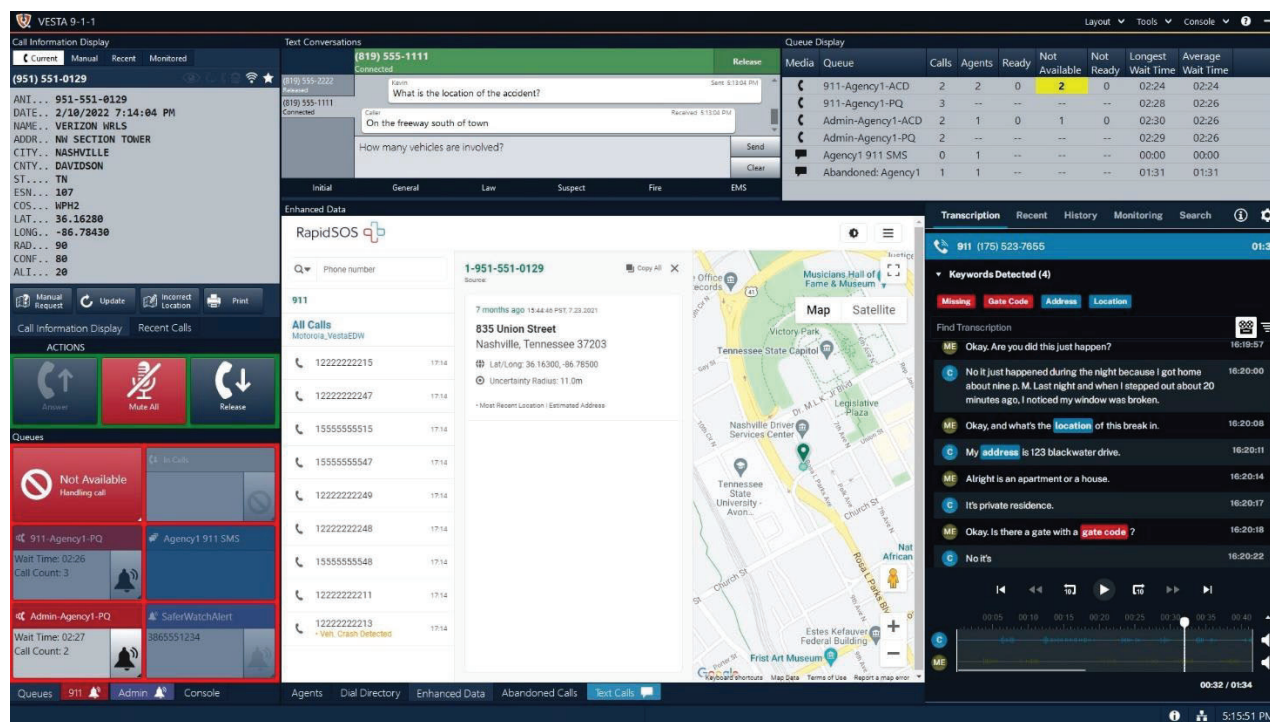
The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCCs) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based Text-to-9-1-1 solution
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

3.1.10 Enhanced Data Window

The Enhanced Data Window is available within the VESTA UI that displays supplemental data such as personal information, medical information, precise location information, and traffic conditions in the vicinity of the caller. This additional data helps call takers better assist 9-1-1 callers by increasing situational awareness. Data provided today comes from the RapidSOS NG9-1-1 Clearinghouse and is automatically delivered to the Enhanced Data Window based on the caller's calling party number (CPN).

Motorola Solutions and RapidSOS understand that every second counts in an emergency and that Telecommunicators and first responders need location accuracy and other supplemental information to save lives. Through the integration of the RapidSOS NG911 Portal into VESTA, PSAPs now have the capability for improved situational awareness and improved decision making.



RapidSOS Information Displays in the VESTA User Interface

3.1.11 VESTA CommandPOST

The VESTA CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are persevered. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA CommandPOST call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station (optional)
- Additional battery (optional)
- External monitor (optional)
- External mouse & keyboard (optional)



CommandPOST Ruggedized Mobile Package

3.2 Data Management

3.2.1 VESTA Analytics

VESTA® Analytics is Motorola Solutions next-generation management information system (MIS). The VESTA Analytics solution is a sophisticated emergency call center application for PSAP management and is optimized for regional administrators and PSAP supervisors.

VESTA Analytics provides a number of new capabilities not previously existing in 9-1-1 reporting solutions that play an important role in improving efficiencies in staffing, operations, and information management.

- Enhanced operational management — VESTA Analytics improves the ability to gather, organize, data-mine, and report near real-time information. VESTA Analytics incorporates an advanced data warehouse for improved performance for creating custom reports and searching for data.
- Personnel management — VESTA Analytics includes 9-1-1 specific key performance indicators (KPIs) that help assess the performance within the call center for more informed decision-making regarding staffing.
- Automated evidence organization — VESTA Analytics automatically associates related calls into the context of individual incidents. This approach simplifies the tasks involved with reconstructing, organizing, searching, and archiving historical incident information.

VESTA Analytics is built upon state-of-the-art technology, providing a foundation for future enhancements, and providing next-generation capabilities.

VESTA Analytics Standard provides the following features:

- Home page — VESTA Analytics Home page provides a simple calling party number (CPN) or date-time search, and one-click access to report apps. The following report apps are installed with VESTA Analytics as samples:
 - Last Month Call Count by Call Types per Trunk Line
 - Last Week Call Count by Day per Agent
 - Last Week Wait Time Range per Call Category
 - Previous 365 days Call Count by Month per Xfer Conf Target
- Event display — The Event List and Event Details panes display information that VESTA Analytics captures from integrated systems. Custom filters can be created to find events meeting specific conditions.
- Trigger filtering — Events meeting user-defined criteria can be highlighted as they enter the event list, indicating a possible problem event or trend.
- Scenario and event management — VESTA Analytics automatically associates related events gathered from integrated systems such as the call processing system. The Scenario Management system provides manual control over associations, and creates associations between complex scenarios.
- Microsoft SQL Server Analysis Services (SSAS) — A database structure has been implemented that enables more efficient reporting.
- Custom grouping and filtering — You can create custom groups and filters to generate advanced reports. VESTA Analytics also supports shift-based reporting.
- Automatic data purging — VESTA Analytics Standard, Hosted, and Enterprise automatically removes data after 5 years to reduce the size of the database. This ensures that sites always have access to a 5-year sliding window for running historical reports, comparing trends, and maintaining performance.
- Reports and report layouts — VESTA Analytics includes many new reports offered in three bundles: standard, advanced, and analytical. Reports include custom logos, user-selectable layouts, graphs, and a description of the content of the report. Reports can be created, saved with a user-defined name, and run with a single click. VESTA Analytics Product Brief – Standard 2
- Scheduled reports — You can create custom reports and store them for future generation or scheduled distribution. The Report Scheduler allows reports to be distributed by e-mail (requiring an e-mail server) or stored to a shared folder.
- Ad hoc reports — Custom reports can be created from scratch and saved to the report library using an advanced ad hoc engine, or using the analytical solution. Ad hoc reporting has been enhanced with user-friendly data views based on agent status, agent perspective, caller perspective, and trunk-line perspective. Note VESTA Analytics includes a powerful ad hoc reporting engine built on SQL Reporting Services. Because ad hoc reporting is specific to the needs of a site, does not provide technical support for customized ad hoc reports. If you want to use the ad hoc reporting engine, consider obtaining advanced training on SQL reporting services or work with a firm that has this expertise.

- Standardization of call properties — The classifications applied to calls have been simplified and streamlined for more consistency between call platforms. For example, the origination of the call (Call Origin) is classified as incoming, outgoing, or internal. These classifications can then be used to provide more complete information when filtering or grouping on reports.
- Perspective reporting — This feature allows for analysis of call handling data from different points of view. For example, a call analyzed from the caller perspective includes a ring time until the call was answered, whereas from the agent perspective, it only includes the ring time that occurs at the agent's position. If the agent is on a call, that ring time does not exist from the agent's perspective.
- Time parameters — Reports can be grouped by time-based parameters (by year, quarter, month, week, day, or hour). The requested data element is displayed based on the requested time period.
- Key performance indicators (KPIs) — VESTA Analytics includes 5 key performance indicators developed specifically for emergency call centers.
- SMS support — VESTA Analytics supports capturing and reporting on SMS sessions as a separate call type.
- Printing of configuration data — Configuration information for agents, consoles, lines, and so on can be printed from the App Manager.
- Centralized management of security — Groups, users, and permissions are automatically created when VESTA Analytics is installed. In addition, site administrators and technicians can manage user authorization from the App Manager Product Security page.
- Role-based logon — VESTA Analytics supports the ability to accept an agency (site) name and role from the computer telephony integration (CTI) system and assign activities to the agency (site) and to the specific role (call taker, dispatcher, and so on). This information is then available for reporting and analysis.
- Browser-based application — VESTA Analytics does not need to be installed on remote workstations, thus eliminating possible disruptions to the call takers. It is Key features 3 a server-based application that is accessed from a browser on local or remote computers.
- VESTA Analytics Data Migration Utility (VADMU) — A utility that, after a system upgrade is completed, migrates other multiple sites' databases into the newly upgraded VESTA Analytics site database.
- VESTA Locate integration — Calls in the Event List can be selected and plotted on a VESTA Locate workstation.

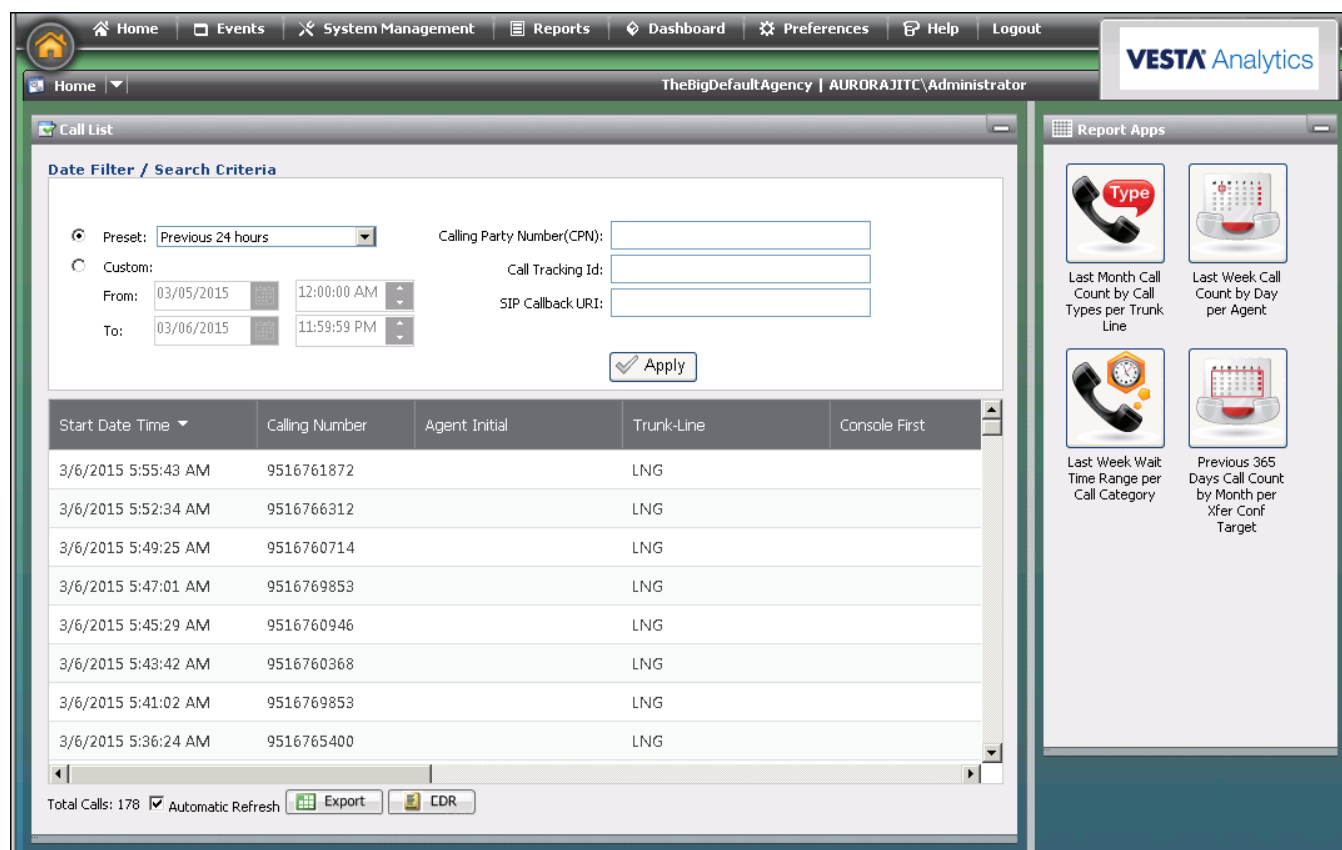
Motorola Solutions also offers the following fee-based enhancements to VESTA Analytics:

- Advanced reporting — Advanced reports are next generation reports specifically developed for the 9-1-1 site. They are based on Analysis Services (a historical data warehouse, current to the last collection) and provide more complex information than standard reports.
- Dashboard reporting — This reporting module provides drill-down features, the ability to obtain data based on user-defined parameters, and the ability to create special meters, graphs, and tables. In addition, this module provides pre-defined views of configurable data for review.
- Enterprise and Hosted (multi-site) deployment — You can run reports for remote Enterprise and Hosted sites. Enterprise functionality is the ability for a single VESTA Analytics Enterprise server to collect call records from other VESTA Analytics servers and aggregate the data in a single database for enterprise-wide reporting. This functionality is similar to MagIC Data

Repository (MDR) functionality, with the added ability to segment the data by site. Hosted functionality refers to the ability for multiple sites to share a common CTI system while controlling access to the data by site. In this way, users from one site cannot see data from another site. User authorization controls which users can see which site's data.

- Data Dictionary — provides a fee-based Data Dictionary to assist in understanding the database schema.

The reporting capabilities of the VESTA Analytics solution are highly robust, supplying several standard documents that provide facts on call counts, transfer averages, trunk and line utilization, etc., and can accommodate customization when needs are more specific. All reports can be scheduled and automatically distributed, or you may choose to create an ad hoc report. The VESTA Analytics MIS solution can automatically associate related events, which simplifies incident reconstruction, organization, searching and archiving.



VESTA Analytics Home Page with 4 to 8 Tabs

3.2.2 VESTA Analytics Front End

No dedicated client software is required to access the VESTA Analytics system. All access is performed using the Microsoft Internet Explorer 6.0 or later browser. The workstation accessing the VESTA Analytics system must:

- Have Microsoft .Net 2.0 or later software libraries installed.
- Be connected to the same network as the VESTA Analytics server or have other dedicated, secure access to the VESTA Analytics server network (VPN, etc.)

- One MS-SQL License per user accessing the VESTA Analytics MIS system is required.
- One VESTA Analytics system access license is required per user accessing the VESTA Analytics MIS system is required.

The VESTA Analytics access licenses are “concurrent usage” licenses. Users may log into the system from any workstation connected to the network as long as the number of users concurrently logged in do not exceed the number of access licenses purchased.



VESTA MIS Solution

3.3 Geographic Information System (GIS)

To meet the needs of PSAPs of varying sizes, Motorola Solutions can provide a suite of geographic information systems (GIS) display and update products. Each GIS display product supports the following capabilities:

- Display wireline addresses based upon street centerline or point data
- Accurately plot Phase I & II wireless calls, including showing the uncertainty (if provided)
- Accurately plot SMS/Text-to-9-1-1 calls based on the location information provided with the call
- Update the caller's location when ALI or location information rebids are performed on the VESTA 9-1-1 call taker console
- Integration with Pictometry and aerial imagery (optional)

3.4 CommandCentral Aware Map for 9-1-1

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The PSAP Starter offering of CommandCentral Aware provides a map-based and list view of calls from VESTA® 9-1-1, incidents and units from CommandCentral, PremierOne, or Flex computer-aided dispatch (CAD) and panic alerts from SaferWatch or Raptor® Connect™. This offer is designed to help call takers and dispatchers more quickly recognize unfolding incidents, improve resource assignment and better inform responders.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

3.4.1 Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware PSAP Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- VESTA 9-1-1 - Call locations and details
- CommandCentral, PremierOne or Flex CAD - Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
- SaferWatch or Raptor® Connect™ - Panic alert locations and details

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

3.4.2 Modules Included With The CommandCentral Aware PSAP Starter Offer

The CommandCentral Aware PSAP Starter offer includes the following modules, described in the sections below.

3.4.2.1 Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.

- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

3.4.3 Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system

3.4.4 Rule Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

3.5 CommandCentral Cloud-Based Services

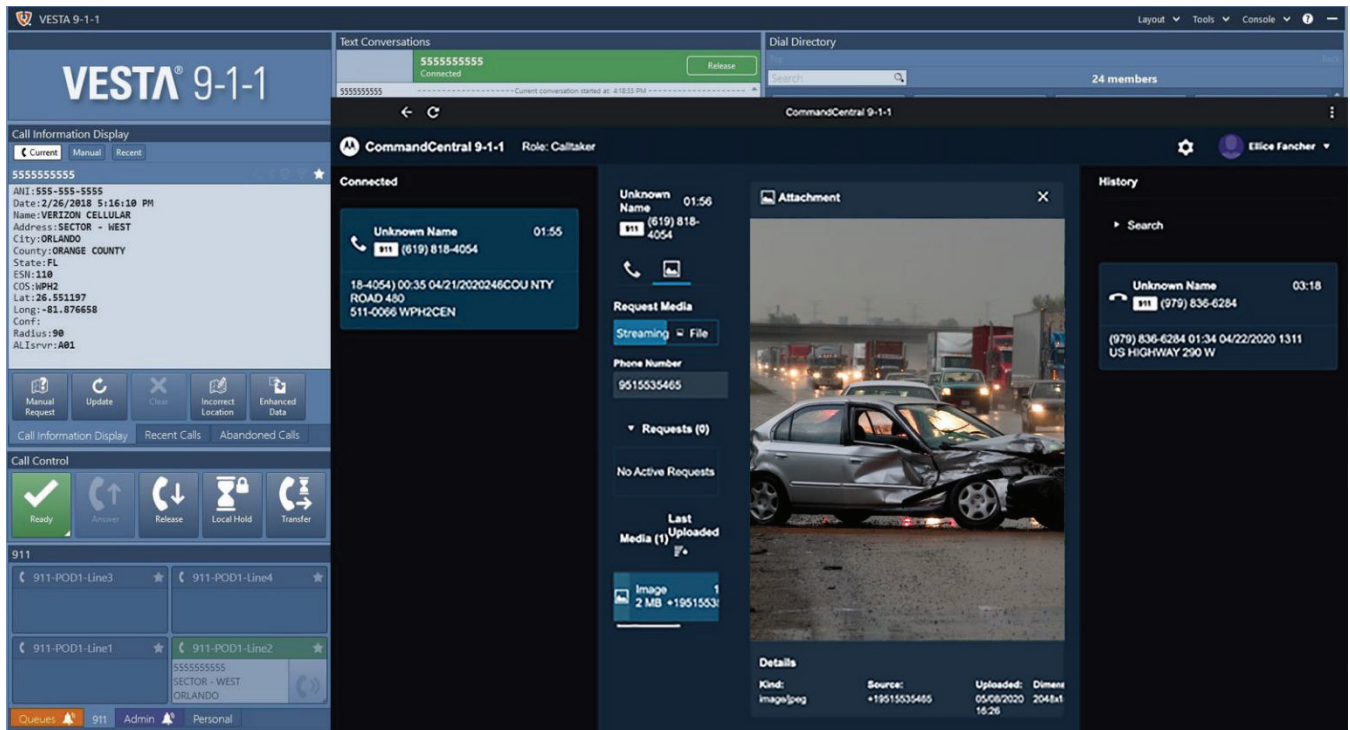
3.5.1 Citizen Input

Offering PSAPs experience with cloud-based services in a flexible yet controlled environment, Citizen Input can be deployed with current CPE platforms extending capabilities with no impact to call handling functionality. Citizen Input allows a citizen to send video, photographs and data to the PSAP enhancing operations and improving call handling efficiency.

Citizen Input requires VESTA 9-1-1, Release 7.2 and above and a FortiGate 60E Firewall for each PSAP using the service.

Citizen Input provides the following features:

- Allows citizens to send video, photographs and data to the PSAP
- No app download required on citizen's device
- Provides a controlled, permission-based approach to managing visual content
- Stores visuals as part of the call detail history
- Content is approved by the PSAP before it can be submitted and viewed
- Once authorized, an SMS containing a URL is sent to the citizen's phone that placed the 9-1-1 call. The citizen uses the URL to send the video or photo to the PSAP
- Viewing can be stopped at any time and all content is captured as permanent records; storage and strong evidence protection protocols are enforced
- Visual content is linked to VESTA 9-1-1 call records for audit purposes and ease of tracking



We know PSAPs are uncomfortable about allowing video and photographs into the PSAPs and we are addressing this concern with a controlled, permissions-based approach where visuals are not accepted unless the PSAP authorizes submission. All digital evidence collected from callers using Citizen Input is stored and tracked in a CommandCentral storage tool. Storage is included with a subscription to Citizen Input.

Unlimited access to user training videos and Quick Reference Cards (QRC) are included in the Citizen Input subscription service. The comprehensive videos are sufficient to educate each user and have them ready to begin using Citizen Input in a short amount of time.

3.5.2 Smart Transcription

CommandCentral Smart Transcription is a cloud-based service that takes the 9-1-1 call audio and transcribes it real-time into a searchable transcript, making it available for live call monitoring to increase situational awareness across an entire agency. It preserves the transcript in long-term, secure storage for post-call analysis.

Smart Transcription is offered as a subscription service and works on VESTA 9-1-1, Release 7.2 and above.

Smart Transcription provides the following features:

- Integrated real-time audio transcription from VESTA 9-1-1
- Real-time and post-call transcription
- Keywords and full text search capability
- Quick search and review historical transcripts
- Agent, console and call metadata provided

- No app download required on citizen device
- Security processes built into the service to reduce the risk of cyberattacks
- Ability for supervisors to monitor transcripts
- Transcripts stored, along with metadata, for investigations, case summaries or locating conversation patterns over time
- Short learning curve for call takers since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system
- No impact to VESTA 9-1-1 call handling functionality



3.6 Cybersecurity Services for VESTA 9-1-1

Effective cybersecurity monitoring and response relies on a combination of advanced security platforms that can ingest and process large volumes of alerts, and experienced analysts to effectively identify and investigate threats.

Motorola Managed Detection and Response (MDR) services for VESTA® 9-1-1 provides 24/7 monitoring and the expert personnel needed for an effective threat detection solution. As a core feature of this service, our ActiveEyeSM (Managed Security Platform) continuously collects events from components throughout the VESTA® 9-1-1 system. ActiveEyeSM applies advanced filtering techniques to remove false positives so that cybersecurity analysts in the Motorola Network and Security Operations Center (NSOC) can review and determine the scope and priority of the remaining alerts to investigate

Managed Detection and Response

Our MDR services ensure you get optimal benefit from next-gen Endpoint Detection and Response (EDR) solutions to eliminate blind spots. Our NSOC will continuously monitor all endpoint activity within your VESTA® 9-1-1 system and analyze the data in real time to automatically identify and respond to threat activity.

3.6.1 Managed Detection and Response

3.6.1.1 ActiveEyeSM Security Management Platform

The ActiveEyeSM platform centralizes security operations and monitoring by collecting events from system elements using remote sensors. ActiveEyeSM will store and analyze this data, and supply it to both Motorola's NSOC and the customer

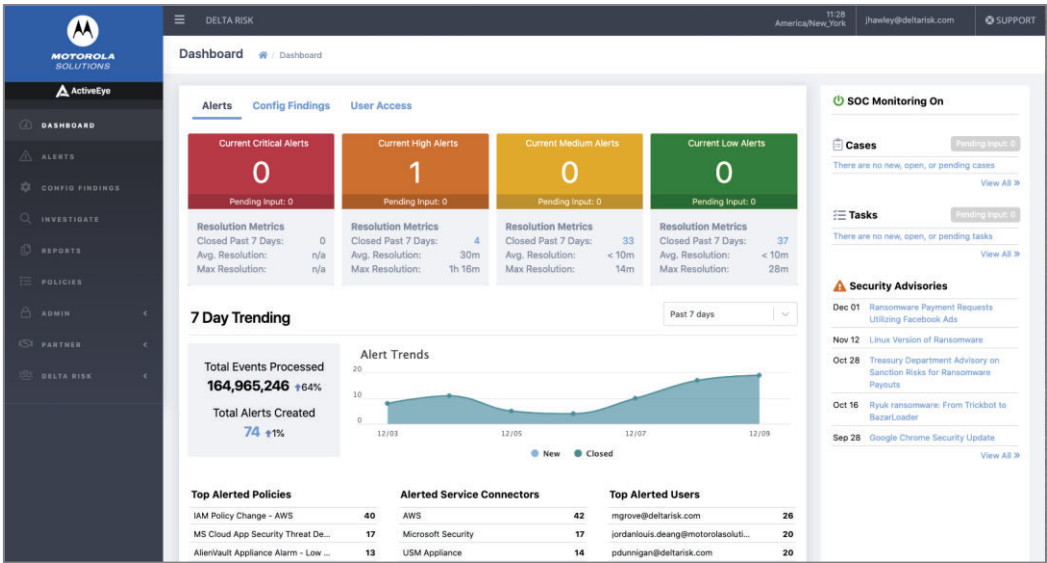


Figure 1-1: ActiveEyeSM Interface

ActiveEyeSM analytics speed response by focusing attention on the most critical cybersecurity events it detects in the VESTA® 9-1-1 system. By continuously monitoring endpoint activity and network traffic, ActiveEyeSM learns the normal patterns of system activity. This enables ActiveEyeSM to spot anomalies that may indicate a system breach or a threat, such as malware or ransomware.

ActiveEyeSM relies on two main sources of information and alerts to support network threat detection logs and an included Intrusion Detection System (IDS).

3.6.1.2 Endpoint Detection and Response (EDR)

Our Managed Detection and Response (MDR) services ensure customers get optimal benefit from next-gen EDR solutions to eliminate blind spots. Our NSOC continuously monitors endpoint activity within the customer's VESTA® 9-1-1 system and analyzes the data in real time to automatically identify threats and alert customers to them. The EDR technology within ActiveEyeSM enables our security team

to provide immediate remediation within the platform for many threats, such as malware and ransomware, to contain them quickly. If the customer prefers, they can initiate a response on their own

3.6.1.3 Service Dependencies

It is mandatory that all VESTA Managed Detection and Response customers also subscribe to the Application Monitoring and Response service for VESTA 9-1-1. In the absence of an active Application Monitoring and Response service for VESTA 9-1-1, the VESTA Managed Detection and Response service cannot be delivered.

3.6.2 Network and Security Operations Center

Motorola Solutions' Network and Security Operations Center (NSOC) using specialized monitoring elements. The NSOC's expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

Section 4

Warranty Services

Motorola Solutions has over 90 years' experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 The Service Delivery Team

4.1.1 Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality-of-service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

4.1.2 Motorola Local Service Provider

Motorola Solutions nationwide network of local Authorized Service Centers are staffed with Motorola Solutions factory trained technicians. They provide rapid response, repair, restoration, installation, removal, and scheduled preventive maintenance tasks for site based NG9-1-1 Call Taking systems. Motorola's Authorized Service Centers are assessed annually for technical and administrative competency to ensure quick and effective service delivery.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience—Motorola has over 90 years' experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond—Motorola's network of Authorized Service Centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability—Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process—Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

4.2 Warranty and Maintenance Services

4.2.1 OnSite Response

Motorola Solutions' OnSite Response service gives you that advantage by making available our network of expert support resources located all across North America to provide on-site support when you need it. These Motorola Solutions certified field technicians arrive at your door equipped and ready to do what it takes to get your system running at optimum capacity.

Using Motorola Solutions-approved test equipment, service procedures and backed by Motorola Solutions centralized technical resources, technicians from your local authorized service center are dispatched to your site. The technicians perform diagnostics, remove components for repair, and reinstall new or reconditioned components. When it is a response to a call for help, Motorola Solutions OnSite Response service guarantees technician dispatch, site arrival, and problem resolution.

Motorola Solutions field technicians average 35-60 hours of technical training per year and 15-25 years of solution experience that aid in the quick and timely resolution of your service issues. Motorola Solutions on-site technicians are also backed up by technical consultants and field engineering support across the county when the situation calls for a more specialized expertise. We recognize that your communication system is critical to your operation and our support strategy of local and centralized support is our promise to you that we will do whatever it takes to keep it working at peak efficiency.

Motorola Solutions' OnSite Response service is a vital component of an intelligent communication support plan that keeps your business running, your costs down, and helps you stay focused on your goals.

4.2.2 VESTA 9-1-1 Operations Manager (ECH Service Management)

A VESTA 9-1-1 Operations Manager is assigned to provide the customer with a field-based single point of contact and manage the contracted maintenance and support services. The Operations Manager works with the on-site support personnel and is backed by Motorola's service and support organization. The Motorola support organization includes the Network Security Operations Center (NOC), Technical Support, and product management teams (as required). All work in concert with on-site support personnel to deliver services and maintain Service Level Agreements.

The Operations Manager will do the following:

- Create and maintain the Support Plan.
- Establish and refine policies and procedures to consistently maximize service performance.
- Proactively manage the life cycle of the service and supply information regarding upgrades and updates.
- Engage the appropriate resources, teams, and individuals to troubleshoot and resolve complex service issues.

- Serve as the escalation point of contact when standard troubleshooting efforts are unsuccessful.
- Serve as the liaison to Motorola's support organization for escalated incidents.
- Provide timely and frequent informational updates about progress towards resolving incidents.
- Maintain the service and performance quality of the system.
- Monitor Motorola's contractual support and provide reviews and analyses of the support performance.
- Manage the Change Management process during the Service operation

4.2.3 Network Security and Operation Center (NSOC)

Designed exclusively for Public Safety communications, the NSOC includes state-of-the-art technology, processes and tools all provided by our highly trained, dedicated team. With connectivity to the NSOC, our advanced systems facilitate true Emergency Services-grade monitoring and management.

4.2.3.1 Service Desk

The Service Desk is the central point of contact to report incidents and submit change requests. Co-located with the Technical Support Center within the Network and Security Operations Center (NSOC), the Service Desk maintains a holistic view of your service delivery environment.

The Service Desk will:

- Open a case and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management to ensure timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

4.2.3.2 Monitor and Response

With the proposed Monitoring and Response service, system thresholds, established during the Monitoring and Response service implementation, are continually monitored by the system. Anytime the system performance exceeds the threshold limit, Monitoring and Response is immediately notified via digital alarm. Motorola Solutions then notifies the designated maintenance provider via the means (email, phone, etc.) set up upon implementation. This is a very stringent process that takes place in seconds. Monitoring and Response provides pre-failure hardware notification, and generates alerts on service/device state changes, runaway processes, and memory leaks. It collects and stores user-defined performance counters, and stores event log messages, performance data, and configuration

data in a centralized database. Below are some of the features available through Monitoring and Response:

- Proactively monitors key systems to detect faults and mitigate risks to ensure highest possible system performance and availability
- Monitors each server, workstation and networking device for hardware alarms, software alarms and performance thresholds
- Minimizes risk and the possibility of service interruptions, predicting issues before they occur
- Alarms the NSOC for remediation, notification and escalation, with most alarms resolved remotely

4.2.3.3 Anti Virus

- Delivers virus protection as a service, ensuring updates are tested and applied in a timely, efficient manner
- Provides a best-in-class antivirus solution, certified for our call handling platforms and continuously updated to automatically detect and remove the latest viruses.

4.2.3.4 Patch Management

- Deploys Microsoft® updates and patches after validating they are compatible with your solution
- Helps ensure system integrity and security, especially when bundled with Virus Protection for comprehensive, hands-free care

4.2.3.5 Software Upgrades

Motorola Solutions, in conjunction with the customer, will oversee all approved hardware and software upgrades. Motorola Solutions will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN) or a Product Bulletin (PB). Customer must ensure that their software or firmware release complies with the lifecycle milestones as defined in the Support Program as follows:

- **End of Sales (EOS)** occurs 12 months after the date that a new version is made generally available (GA). Previous version of software are not available in new systems. Bug fixes are supported and license add-ons are available
- **End of Expansion Sales (EOES)** occurs 12 months after EOS. No upgrades, spares, or add-on for the previous version of software are available upon End of Life (EOL). Bug fixes are not available
- **End of Support Date (EOSD)** occurs 12 months from EOES. This is the last date to receive support for the software version. Motorola Solutions will try to resolve any issues beyond that given date

- **Custom Extended Support (CES)** is available for 24 months from the EOSD. CES provided continued access to Technical Support past the EOSD period. Motorola Solutions will try to resolve any issues beyond the given date

Section 5

Statement of Work VESTA 9-1-1

5.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to NLVPD (Customer). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement.

Motorola work will be performed (remote or on-site) in accordance with the purchased services in this agreement. For all other engagements not listed as purchased services, work will be performed remotely, unless otherwise specified. Customer will provide Motorola resources with unrestricted direct network access and adheres to the parameters provided in IP Networking Guide and Bandwidth Calculator, which will be introduced and discussed during Kickoff, to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

5.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, Motorola’s Project Manager (PM) will conduct regular status meetings with the Customer’s PM for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Kickoff, the Motorola PM will prepare and submit monthly status reports to the Customer PM. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

5.3 Project Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

Project Management Plan is composed of the Communications Management Plan and Change Management Plan and provides the criteria for managing those tasks within the project.

Lockdown is a period of time in which there are no configuration or system changes allowed. Motorola will define this period in the Project Schedule.

5.4 Completion Criteria

Motorola Implementation Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Motorola Deliverables; further details provided in the Project Schedule delivered during implementation. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay; Motorola is not responsible for any project delays due to incomplete Customer tasks.

The Service Completion will be acknowledged in accordance with the terms and conditions of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms and conditions of the Agreement unless otherwise stated in this Statement of Work.

5.4.1 Subscription Service Period

If the contracted system includes a subscription-based solution; the subscription service period will begin upon Customer's receipt of credentials required for access unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

5.5 Project Roles and Responsibilities Overview

5.5.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola PM. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the PM.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations and is reliant upon collaboration and a working partnership with our customers to enable success. Motorola will provide the expert knowledge around our solutions and industry best practices enabling our resources to guide Customer actions throughout the delivery process. Our guidance coupled with your knowledge of your business, processes, resources and operating environment make a successful partnership.

Motorola's Project Manager

A Motorola Project Manager (PM) will be assigned as the principal point of contact for the project. The PM's responsibilities include the following:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with the Customer.
5. Identify and manage project risks.
6. Coordinate with Customer resource scheduling to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on mutually agreed dates to discuss project status.
9. Provide timely responses to issues related to project progress.

Field Engineer

The Motorola Field Engineer (FE) will work with the project team and is responsible for the configuration of the ECH system software, networking based on agreed design, and validation of the hardware operational readiness state. The Field Engineer's responsibilities include the following:

1. Installation, configuration, validation, site cut, and post-cut support.
2. Confirmation that the delivered technical elements meet contracted requirements.
3. Delivery of interfaces and integrations to agreed upon demarcation points based on system design.

Cloud Network Provisioning Services Team

The Motorola Cloud Network Provisioning Services (CNPS) team will assist the FE and SA in network and cloud enablement and provisioning responsibilities, including:

1. Motorola supplied router, firewall, and network configurations.

Application Specialist

The Motorola Application Specialist (AS) will work with the Customer project team to configure the graphical user interface (GUI) and other end user elements. The Application Specialist's responsibilities include the following:

1. Provide education and guidance to the Customer to set up, operate, and maintain the end user interface system.

2. Provide product education as defined by this SOW and described in the Education Plan.

Solution Architect

The Solutions Architect (SA) is responsible for the detailed operational design of the system from equipment to call flow to network and, as such, is considered the Design Authority. The Solution Architect will be responsible for conducting detailed Call Flow design meetings and site walks with the Motorola Project Manager(s), Sales Engineers, and customers. The Solution Architect will design the customer's call flow solution based on the customer's requirements and provide advice and information on the benefits and risks of possible solutions. Responsibilities include:

1. Conduct detailed Call Flow design meetings and site walks as needed.
2. Engagement in the delivery as needed.

Customer Success Onboarding Advocate

A Customer Success Advocate is assigned to the Customer. The Customer Success Advocate's responsibilities, in coordination with the Project Manager, include the following:

1. Collaborate with agency personas and key stakeholders to document desired customer outcomes for the system(s).
2. Collaborate with Motorola Project Team to schedule deployments and transitions in alignment with Customer's desired outcomes.
3. Establish Customer Success Advocate as Customer's ongoing trusted advisor for Command Center Software.
4. Familiarize key Customer stakeholders with Motorola processes (support, feature enhancements, etc.)
5. Engage with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following the commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan.

5.5.2 Customer Core Team, Project Roles and Responsibilities

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this SOW. During the Project Planning phase the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project is key to achieving user adoption and beneficial use of the system. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Our experience has shown that Customers who display proficiency and comfort with the system early on and take an active role in delivery and education activities realize quicker user adoption and higher levels of success with system operation.

Customer Project Manager

The PM will act as the primary Customer point of contact for the duration of the project. The PM is responsible for management of all customer stakeholders and any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned PM (the primary PM). The PM's responsibilities include the following:

1. Communicate and coordinate with other project participants.
2. Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
3. Maintain project communications with the Motorola PM.
4. Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
5. Consolidate all project-related questions and queries from Customer staff to present to the Motorola PM.
6. Review the Project Schedule with the Motorola PM and finalize the detailed tasks, task dates, and responsibilities.
7. Measure and evaluate progress against the Project Schedule.
8. Monitor the project to ensure resources are available as scheduled.
9. Attend status meetings.
10. Provide timely responses related to project progress.
11. Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
12. Review and administer change control procedures and all related project tasks required to maintain the Project Schedule.
13. Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
14. Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for VESTA® and one or more representative(s) from the IT department.
15. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
16. Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities. Work with Motorola to identify and facilitate any background or other security clearance that may be required to site access.
17. Ensure remote network connectivity and access to Motorola resources.
18. As applicable to this project, assume responsibility for all fees for licenses and inspections and any delays associated with inspections due to required permits.
19. Provide storage and installation space that adheres to manufacturer specifications for storing and housing equipment.
20. Ensure a safe work environment for Motorola personnel.
21. Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator / IT Personnel

This role manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP). They will provide the required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface. This role will understand and fulfill requirements detailed in the Networking Guide and Bandwidth Estimates Document.

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned agent programming and Customer contact list(s) required to enable and maintain system operation. The Application Administrator's involvement will start prior to the Project Kickoff stage of the project. They will attend education as outlined in the Education Plan (e.g. provisioning, train-the-trainer) and remain engaged throughout the project. The Application Administrator's responsibilities include the following:

1. Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
2. Work closely with the SMEs during the Business Process Review (BPR), validation, and training.
3. Facilitate escalation to and communication with Motorola Application Specialists during Go-Live activities.

GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. Duties for this resource include the following: provide data in the correct schema; develop, maintain and update GIS data; support the GIS elements used in Motorola software; and keep in regular communication with the other administrative resources.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with the BPR and analysis, training, and provisioning process, including making global provisioning choices and decisions. These members will be experienced users in the working area(s) they represent, possess a working knowledge of the day-to-day operation, understand agency protocols as well as agency field use procedures, have the ability to gather the data needed from the legacy system, and will be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's educational monitors. They will be responsible for the development of agency-specific training material aside from the Motorola-provided documentation. This role will serve as the first line of support during Go Live for the Customer's end users.

5.5.3 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

1. All Customer-provided equipment, including hardware and third-party software, necessary for the delivery of the System not specifically listed as a Motorola deliverable.
2. Provide a static internet connection meeting the requirements outlined in the IP Networking Guide and Bandwidth Calculator.
3. Configuration, maintenance, testing, and supporting the third-party systems the Customer operates that will be interfaced to as part of this project.
4. Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
5. All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
6. Mitigating the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
7. Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
8. Ensuring active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
9. Electronic versions of any documentation associated with the business processes identified.
10. Providing a facility with the required computer and audio-visual equipment for training and work sessions, as defined in the Education Plan.
11. Ensuring project participants have the ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternative remote conferencing solution.

5.6 Project Planning

A clear understanding of the needs and expectations of both Customer and Motorola are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and Project Schedule, and set the foundation for a successful implementation.

5.6.1 Project Planning Session – Teleconference / Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior

to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

1. A high-level review of the following project elements:
 - A. The Agreement documents.
 - B. A summary of the contracted applications, integrations and interface(s), and bill of materials.
 - C. Project delivery requirements as described in this SOW.
 - D. Customer involvement in provisioning, configuration, and installation to confirm understanding of the scope and required time commitments.
 - E. The Project Management Plan structure.
2. Review Learning eXperience Portal (LXP) use in the project.
3. Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
4. Discuss Customer obligation to manage change among the stakeholder and user communities.
5. Review completion criteria and the process for transitioning to support.

Motorola Responsibilities

1. Schedule the remote Project Planning Session.
2. Request the assignment and attendance of Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
3. Provide the initial Project Management Plan.
4. Conduct a review of the Project Management Plan.
5. Discuss high-level schedule framework.
6. Review Motorola's delivery approach and its reliance on Customer-provided remote access.
7. Document the mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

1. Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
2. Provide acknowledgment of the mutually agreed upon Project Kickoff Meeting agenda.
3. Provide approval to proceed with the Project Kickoff meeting.

Motorola Deliverables

1. Project Kickoff Meeting Agenda.
2. Project Management Plan.

5.6.2 Project Kickoff Meeting

The purpose of the Project Kickoff Meeting is to introduce project participants and review the scope of the project. The Project Kickoff event may consist of various branched activities' such as the BPR, site walks, and Contract Design Review, which commence following the general kickoff meeting. Availability of Customer Core Team and relevant resources to participate in each activity is critical to the project success.

Motorola Responsibilities

1. Schedule and facilitate the Project Kickoff Meeting to clarify roles and responsibilities, establish team working relationships, and initiate project tasks.
2. The Motorola PM and Solutions Architect travel to Customer site. Other Motorola project team resources may attend remotely.
3. Present a high-level overview of the project scope.
4. Review the delivery schedule and associated requirements.

Customer Responsibilities

1. Provide a meeting space with remote conferencing capability, enabling remote Motorola project team members to participate.
2. Identify and ensure participation of Customer Core Team and other key team members in kickoff and project initiation activities.
3. Provide input to the delivery framework.

Motorola Deliverables

1. Project Kickoff Meeting Minutes.

Note – The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

5.6.3 Contract Design Review

The objective of the Contract Design Review is to review the contracted Products, bill of materials, Education Plan, and contractual obligations of each party. This will occur following the conclusion of the Project Kickoff meeting while Motorola resources are still on-site. In the event it cannot commence following the Project Kickoff meeting while Motorola resources are on-site, Motorola will schedule a web conference session at a mutually agreeable date and time.

Motorola Responsibilities

1. Summarize and review the contracted Products, functionality, and features described in the System Description.
2. Check the system bill of materials and note any necessary modifications.
3. Review third-party party solutions and involvement in the project, as applicable.
4. Lead the discussion of the Education Plan, prerequisites, and associated requirements.
5. Plan installation activities with the Customer.
6. Discuss the Product Validation process for the contracted products.
7. Author Contract Design Review meeting minutes.

Customer Responsibilities

1. Review all contract materials, inclusive of exhibits: e.g., bill of materials, Education Plan, SOW prior to Contract Design Review.
2. Ensure appropriate stakeholders and project resources participate in Contract Design Review.

Motorola Deliverables

1. Contract Design Review meeting minutes.

5.6.4 Business Process Review (BPR)

A Motorola-led BPR provides the opportunity for Motorola and the Customer to gather and measure information variables and data of interest, and it provides Motorola and the Customer the opportunity to review current operational processes and workflows and determine the provisioning parameters that will provide the most optimal use of the VESTA® 9-1-1 system.

The multifaceted review provides Motorola the opportunity to gather information on the day-to-day operations of the Communications Center, as well as the agencies served and personnel information. This information is used in the process of creating the Post Sale Document (PSD) and evaluating the agency's current processes for alignment with VESTA®'s processes. Another key facet of the BPR is that it is strictly designed to focus on operational aspects of the VESTA® system and the Customer's current operational environment.

During this meeting, Motorola will gather critical information to set up and program the VESTA® 9-1-1 system, including detailed review of trunks, lines, and circuits. Motorola will document the final system design elements that will be used for all aspects of the programming and configuration of the VESTA® 9-1-1 system in the PSD. Design discussions and decisions will include but are not limited to:

1. Detailed review of call flow, workflow, and system design.
 - A. Call flow is defined as how the different types of trunks, lines, and circuits that are answered at the location(s) are routed to and answered.
 - B. Workflow is defined as how call takers and dispatchers interact with callers and each other.
2. A detailed review of Network Requirements.
3. A brief overview of network connectivity (if needed).
4. Site walks for Environmental Review and Intra-system Interfaces.
 - A. Environmental:
 - i. Power: outlets, grounding, and presence of a UPS and/or generator.
 - ii. Cabling: positions, training room, and backroom.
 - B. Adjuncts:
 - i. CAD: ALI spill to CAD or external component(s).
 - ii. Recorder.
 - iii. Mapping.
 - iv. PBX - if interfacing with VESTA® 9-1-1.
 - v. CDR (Call Detail Records) applications such as ECaTS.
 - C. Physical space, furniture, and logistics.
 - D. External interfaces: door access and alarms.

Motorola Responsibilities

1. Conduct BPR Session.

Customer Responsibilities

1. Ensure the availability of the Core Team.

2. Participate in BPR Session.

Note – Delayed, incomplete, or inaccurate information and BPR Workbooks may have a significant impact on the Project Schedule and start of installation.

Motorola Deliverables

1. BPR Agenda.
2. BPR Meeting Minutes.

5.6.5 Project Plan Approval

The Planning Phase ends when:

1. Customer and Motorola have agreed to the Project Plan.
2. System design is complete and documented in PSD.
3. Customer has received the Go-Live Plan and System Verification Checklist.
4. The equipment and materials purchased from Motorola ship to the site.

5.7 Equipment Installation and Validation

Installation and validation will occur to the degree that is possible without actually going live, while minimizing disruption of the Customer's ongoing operations. The Motorola PM will coordinate the activities with Customer to minimize interference with Customer's operational activities, while ensuring Motorola's installation and validation are completed as per the Project Plan and Project Schedule.

5.7.1 Solution Staging

Motorola will stage the equipment at a Motorola facility. Motorola assembles, configures, and burns-in Customer equipment with site information, including system software IP addresses, machine names, and line and trunk data that is available at the time of staging. The equipment is quality-checked for any defects or errors, then packaged and shipped to Customer site.

5.7.2 Site Installation and Configuration

The following outlines the general steps that will be required for system installation. There will be additional detail and steps added during project meetings.

Motorola Responsibilities

1. Unpack and inventory equipment.
2. Placement of rack(s)/cabinet(s).
3. Physical installation of all new VESTA® 9-1-1 servers and associated components at the identified backrooms per the Solution Description.
4. Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola as outlined in the Solution Description.
5. Physical installation of all new peripheral devices at all sites as listed in the Solution Description.

6. For each site, configure and make operable the system as documented in the PSD and network diagram to include:
 - A. Configure all new VESTA® 9-1-1 system servers.
 - B. Configure all new workstations purchased for the sites.
 - C. Perform Router Configuration (if provided by Motorola).
 - D. Perform Firewall Configuration (if provided by Motorola).
7. Perform installation and configuration of the Motorola provided MIS solution.
8. Provide a secure VPN connection for online portal for administrative function for the VESTA 91-1 Data Assist application
 - A. Responsible for enabling citizens within their jurisdiction to register and maintain their profiles
 - B. Responsible for enabling agencies to register and maintain their profiles

Customer Responsibilities

1. Confirm receipt of equipment with Motorola.
2. Customer specific configuration, including but not limited to agent programming and customer contact list(s).

Note – If a third-party system update is applied, functionality issues with Motorola applications could occur. It is Customer responsibility to engage the third party and coordinate the resolution in order for Motorola to meet functionality requirements.

Note – Customer will not install any software or component on Motorola hardware if not previously documented and agreed upon by all parties. Such actions will adversely affect the Project Schedule and possibly void the support agreement.

5.7.3 System Validation

The Customer will witness the System Validation on the production solution, in the Customer environment. Validation will be a collaborative, concentrated effort between Motorola and Customer, and documented in the System Verification Checklist.

Customer and Motorola will execute the System Verification Checklist that validates the system is functioning and configured as designed and document results.

Motorola Responsibilities

1. Submit System Verification Checklist to Customer.
2. Execute System Verification Checklist.
3. Document results in System Verification Checklist.

Customer Responsibilities

1. Witness execution of System Verification Checklist.
2. Sign the System Verification Checklist Document.

Motorola Deliverable

1. Completed System Verification Checklist.

5.7.4 Lockdown

No significant changes to call flow are allowed after completion and Customer signature of the System Verification Checklist or delays and additional costs could result.

5.8 System Training

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Training delivery is in accordance with the Education Plan.

5.8.1 Instructor-Led Training (On-Site and/or Remote)

Motorola Responsibilities

1. Deliver User Guides and training materials in electronic format.
2. Perform training in accordance with the Education Plan.
3. Work with the customer to design production ready layouts (VESTA® GUI), production ready keypad layouts and assure there is a functional contact list.
4. Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

1. Supply classroom(s) based on the requirements listed in the Education Plan.
2. Designate training representatives who will work with the Motorola trainers in the delivery of training.
3. Facilitate training of all Customer end users in accordance with Customers training delivery plan.

Motorola Deliverables

1. Electronic versions of User Guides and Training Materials.
2. Attendance Rosters.

5.9 System Go Live

5.9.1 Go-Live Planning

Motorola resources are supplemental to Customer resources and provide support to Customer trainers and subject matter experts. Customer Core Team is the first line of support to end users in the transition of live operations from the Customer's legacy system to the Motorola system. Motorola will provide the Customer with a Go-Live Plan that details tasks, roles, responsibilities, and timing of events.

Motorola Responsibilities

1. Develop the Go-Live Plan.

2. Facilitate meetings with Customer staff to review the Go-Live Plan.

Customer Responsibilities

1. Coordinate the participation of Customer technical and operational staff in Go-Live planning and review of the Go-Live Plan.

Motorola Deliverable

1. Go-Live Plan.

5.9.2 Motorola Support Engagement

As part of Go-Live planning, the Motorola PM will complete a System Configuration workbook consisting of Customer contact information and information required for remote access to the system. Motorola will schedule a remote Support Engagement meeting between the PM, Customer Support Manager (CSM), Support Technician, and Customer's project team representatives no later than 30 days before the identified Go-Live date. The CSM will review the Customer Support Plan with the Customer, including the process for obtaining support and contact information.

Motorola Responsibilities

1. Facilitate the Support Engagement Meeting between the Customer and the Motorola Support organization.

Customer Responsibilities

1. Identify authorized Customer representatives to contact Motorola Support.

5.9.3 Go Live

In accordance with the Go-Live Plan, Motorola and the Customer will begin transitioning the Customer from their legacy system to live operation use of the Motorola system. Motorola will provide on-site support as back up to Customer at a single site per product in accordance with the Go-Live Plan. The Go-Live transitions the Customer from the implementation phase of the Agreement to the support phase under the governance of the Motorola Support organization.

Motorola Responsibilities

1. Work with Customer to schedule the date and time for the Go Live.
2. Execute the Go-Live Plan.
3. Provide on-site resources as specified in the Go-Live Plan to support Customer's Core Team. Unless otherwise documented in the Go-Live Plan, support will be provided in accordance with the following:
 - A. Field Engineer - contiguous 8 a.m. – 5 p.m. hour coverage for day prior to Go Live through one day after Go Live.
 - i. Contiguous 8 a.m. – 5 p.m. coverage, Tuesday through Thursday, during the week immediately following Go Live.
 - B. Application Specialist- contiguous 8 a.m. – 5 p.m. hour coverage for day prior to Go Live through one day after Go Live.

Customer Responsibilities

1. Customer Core Team scheduling for Go-Live activities.

2. Manage Go-Live activities.
3. Customer to educate Core Team on methods and when to engage Motorola during Go Live.
4. Assume responsibility for activities that are beyond the scope of Motorola deliverables as delineated in the approved Project Plan.
5. Coordinate third party services and/or activities during the Go Live that are not Motorola deliverables, but may affect Motorola systems and/or services. This includes, but is not limited to, Telco, third party vendors, or other organizations that are participating in the Go Live.

5.10 Project Closure

Following the Go Live the service delivery is complete. Motorola and Customer certify the milestone and the implementation phase if formally closed.

The system is now in the support phase of the Agreement per the terms and conditions of the Maintenance and Support Agreement.

5.10.1 Site Installation and Verification Package

As part of project completion, Motorola will validate Customer receipt of electronic copies of the following documentation:

1. CPE inventory, including a complete list of installed equipment.
2. Solution Overview / Detailed System Document.
3. System Diagrams.
4. IP Schema and Naming Convention.
5. User Guides (for the primary products).
6. System Administration Guide, in electronic format.
7. Post Sale Document including, but not limited to:
 - A. CPE inventory, including a complete list of installed equipment.
 - B. Solution Overview / Detailed System Document.
 - C. System Diagrams.
 - D. IP Schema and Naming Convention.
 - E. Bandwidth Estimates.
8. System Verification Checklist.
9. As-Built System Design Documentation, in electronic format.
 - A. As-Built System documentation is archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

Section 6

Statement of Work – Citizen Input and Smart Transcription

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the scope will be mutually agreed upon via the change provision of the Agreement.

Unless specifically stated, Motorola work is performed remotely. The Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement.

6.1 Award and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

6.2 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

6.3 Project Deployment

6.3.1 Project Planning Session

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on-going operation of Citizen Input, and Smart Transcription. In order to establish initial expectations for deployment we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the application.

Shortly after contract signing, Motorola will conduct a one-on-one Project Planning Session teleconference with your designated resource to review the task requirements of each phase of the project.

The 911 Cloud Enablement Setup Questionnaire for Citizen Input, and Smart Transcription is used to collect required information that is used for provisioning from the Vesta 9-1-1 system. Delayed, incomplete or inaccurate information may have a significant impact on the Project Schedule

Motorola Solutions Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Project Planning Session teleconference.
- Conduct the Project Planning Session teleconference.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the 911 Cloud Enablement Setup Questionnaire and submit required Customer provided information.
- Discuss the online Motorola Solutions Software Enterprise Learning Experience Portal (LXP) training approach.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Collaborate with the Motorola PM and set the Project Planning Session meeting date.
- Attend the Project Planning Session teleconference.
- Review the 911 Cloud Enablement Setup Questionnaire and provide the required Customer information as agreed.

Motorola Deliverables	
<input type="checkbox"/>	Complete and submit the 9-1-1 Cloud Enablement Setup Questionnaire for Citizen Input.

6.4 Hardware Procurement and Shipment

Motorola Solutions Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Request shipping address and receiver name.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival

Customer Responsibilities

- Provide required information for equipment shipping/delivery.
- Complete and provide Tax Certificate information verifying tax status of shipping location
- Receive and store shipped equipment.

Motorola Deliverables
<input type="checkbox"/> Delivery of contracted equipment to Customer location.

6.5 Hardware, Software, Firewall Installation, and Configuration

Motorola will work with the Customer to schedule the installation of the required hardware and software for the deployment of Citizen Input and Smart Transcription

Motorola Solutions Responsibilities

- Firewall installation and configuration if Motorola provided.
- Installation and configuration of the Vesta Edge or Vesta Data Publisher VM(s).

Customer Responsibilities

- Provide network environment information as requested
- Install and configure firewall if Customer provided
- Test internet connection
- Assist in coordination of Hardware, Software, and Firewall installation and configuration

Motorola Deliverables
<input type="checkbox"/> Install and configure firewall(s), if Motorola provided.
<input type="checkbox"/> Install and configure the Vesta Edge or Vesta Data Publisher VM(s)

6.6 Citizen Input and Smart Transcription Client

Citizen Input and Smart Transcription is a SaaS application that is accessed via a Chrome web browser. The Client in this context consists of a workstation and web browser.

Motorola Solutions Responsibilities

- Installation of Chrome on all Customer consoles as required
- Installation of Console Transcript Application (CTA) and Vesta API

- Provide URL accessing Citizen Input and Smart Transcription.

Customer Responsibilities

- Provide client workstations and network connectivity suitable for accessing the application

Motorola Deliverables
<ul style="list-style-type: none"><input type="checkbox"/> Installation of Chrome on all Customer console as required.<input type="checkbox"/> Installation of Console Transcript Application (CTA) and Vesta API<input type="checkbox"/> Provide URL accessing Citizen Input and Smart Transcription

6.7 Citizen Input and Smart Transcription for 9-1-1 Enablement and Provisioning

Motorola will provision the Customer's Production Citizen Input, and Smart Transcription system based on the information collected in the 911 Cloud Enablement Setup Questionnaire.

The Customer's agency(s) and End Users must be provisioned within the CommandCentral Cloud Platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform.
- Enable Citizen Input and Smart Transcriptions services
- Provision the agency's CommandCentral Administrator

Customer Responsibilities

- Identify a CommandCentral System Administrator(s)
- Use the CommandCentral Admin tool to provision the agency's CommandCentral users and permission

Motorola Deliverables
<ul style="list-style-type: none"><input type="checkbox"/> Configure and provision the Agency initial CommandCentral Administrator(s) profile.<input type="checkbox"/> Enable Citizen Input and Smart Transcription services

6.8 Citizen Input and Smart Transcription Functional Validation Testing

The objective of functional demonstration is to validate activation of the service and Customer access to the CommandCentral features, functions and system integration as defined in the Agreement. The functional demonstration will commence upon the conclusion of CommandCentral Provisioning

Motorola Solutions Responsibilities

- Conduct functional demonstration
- Correct any configuration issues impacting access to cloud based features; i.e video display and /or interface and integration.
- Provide Customer instruction on using the Customer Feedback Tool for features/enhancements requests

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration

Completion Criteria

- Conclusion of the functional demonstration

Motorola Deliverables
<input type="checkbox"/> Complete functional validation demonstration per cloud services.

6.9 Citizen Input and Smart Transcription Training

Citizen Input and Smart Transcription Training is made available via Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.

Motorola Solutions Responsibilities

- Initial setup Customer LXP administrator
- Provide instruction to the Customer Administrator on:
 - Adding and maintaining users
 - Adding and maintaining Groups
 - Assign courses and Learning Paths
- Advise Customer of required/suggested LXP training courses

- Encourage to watch the following LXP Administrator and End User courses
 - Learning eXperience Portal (LXP) Introduction – Course #LXP001
 - LXP Primary Site Administrator Overview – Course #LXP002
 - LXP Group Administration Overview – Course# LXP003
 - CommandCentral Citizen Input Review – Course # PSA0278
 - CommandCentral Citizen Input Administration – Course # PSA0279
 - CommandCentral Smart transcription for VESTA 911 – Course #VST0015
 - CommandCentral Admin – Course #PSA0137

Customer Responsibilities

- Advise users of the availability of the LXP
- Ensure required LXP training courses are completed
- Encourage to watch the following LXP Administrator and End User courses
 - Learning eXperience Portal (LXP) Introduction – Course #LXP001
 - LXP Primary Site Administrator Overview – Course #LXP002
 - LXP Group Administration Overview – Course# LXP003
 - CommandCentral Citizen Input Review – Course # PSA0278
 - CommandCentral Citizen Input Administration – Course # PSA0279
 - CommandCentral Smart transcription for VESTA 911 – Course #VST0015
 - CommandCentral Admin – Course #PSA0137

Motorola Deliverables
<input type="checkbox"/> Provide Customer Access to LXP training courses.

6.10 Citizen Input and Smart Transcription Transition to Support

Following the completion of the activation of Citizen Input and Smart Transcription, the Customer's solution transitions to support. Hybrid solutions like CommandCentral Citizen Input and CommandCentral Smart Transcription require a new support model. They offer agencies the best of the best - continued investment in their on-premise solutions and new functionality via the cloud to better serve their communities.

The additive/over-the-top applications, CommandCentral Smart Transcription and Citizen Input, for the VESTA 9-1-1 Emergency Call Handling core solution are considered to be secondary features that do not impact the main call taking/call processing functionality of the VESTA 9-1-1 system. Due to this fact, customer support tickets for these applications will be addressed by MSI Support 8x5 Monday-Friday. Any core call handling features (ANI/ALI, call processing, etc).

Note: Customers will be notified via email of planned and unplanned service interruptions and/or outages to cloud-based components.

Motorola Solutions Responsibilities

- Transition Customer to Motorola Solutions Customer Support

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions support.
- Engage the Motorola Solutions support organization as needed by either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing at support-commandcentral@motorolasolutions.com.

Section 7

ActiveEyeSM Managed Detection and Response for VESTA[®] 9-1-1 Statement of Work

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions ("Motorola") Managed Detection and Response (MDR) with Endpoint Detection Response services as presented in this proposal to NLVPD (hereinafter referred to as "Customer").

7.1 Overview

Motorola Solutions, Inc.'s (Motorola) VESTA[®] 9-1-1 Managed Detection and Response (MDR) Plus reduces the risk that a cybersecurity threat will impact system availability, integrity, and confidentiality. Qualified cybersecurity analysts with extensive experience working on VESTA[®] 9-1-1 mission-critical systems will monitor the Customer's system for signs of cybersecurity threats.

The below sections describe the deliverables of the service, its technologies, and service obligations. The Included Services section provides the quantities specifically contracted.

7.2 Description of Service

7.2.1 ActiveEyeSM Security Operations Center

MDR for VESTA[®] 9-1-1 service is performed by Motorola's Security Operations Center (SOC) using specialized monitoring elements. The SOC's expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's system. The following section describes these elements.

7.2.2 ActiveEyeSM Security Platform

Motorola's ActiveEyeSM security platform collects and analyzes security event streams from ActiveEyeSM Remote Security Sensors (AERSS) and software sensors in the Customer's VESTA[®] 9-1-

1 system, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action. The goal is to reduce time to resolution and contain any security event.

The Customer will receive access to the ActiveEyeSM platform as part of this service. ActiveEyeSM will serve as a single interface to display system security information. Using ActiveEyeSM, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

7.2.3 Service Prerequisites

It is mandatory that customers also subscribe to the Application Monitoring and Response service for VESTA® 9-1-1. In the absence of an active Application Monitoring and Response service, the MDR service cannot be delivered.

7.2.4 Deployment Timeline and Milestones

To begin the service, an AERSS and Endpoint Detection and Response software must be installed, configured and commissioned. Motorola and the Customer will collaborate in order for the deployment tasks to be completed.

7.2.4.1 Phase 1: Information Exchange

After contract completion, Motorola will schedule a service kick-off meeting with the Customer and provide information-gathering documents. This kick-off meeting is conducted remotely at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

7.2.4.2 Phase 2: Infrastructure Readiness

Motorola, if required, will provide detailed requirements regarding Customer infrastructure preparation actions after the kick-off meeting. It is the Customer or system maintainer's responsibility to accomplish all infrastructure preparations agreed to in the infrastructure readiness phase.

7.2.4.3 Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola, if required, will also provide detailed requirements regarding Customer deployment actions.

7.2.4.4 Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring any properly connected in-scope sources after the initial tuning period.

7.2.4.5 Phase 5: Tuning/Report Setup

Motorola will conduct initial tuning and refinement of the events and alarms and complete initial configuration steps.

7.2.5 Responsibilities

Motorola Responsibilities

- Provide Endpoint Detection and Response software required to support this service.
- Coordinate with the Customer to maintain authentication credentials where necessary.
- Coordinate with the Customer on any system changes necessary for the Endpoint Detection and Response software to communicate to the ActiveEyeSM platform.
- Monitor the VESTA® 9-1-1 system 24x7x365 for malicious or unusual activity using trained and accredited technicians.
- Respond to cybersecurity incidents in the Customer's system in accordance with the Priority Level Definitions and Response Times section.

Customer Responsibilities

- Endpoint Detection and Response service requires an internet connection. Establish connectivity with a minimum of 10 Mbps bandwidth before service commences.
- Allow Motorola continuous remote access to monitor the system. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain privileges.
- Subscribe to and maintain an active contract for VESTA® 9-1-1 Application Monitoring and Response service.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola software copyright owners.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

7.2.6 Service Modules

7.2.6.1 Endpoint Detection and Response

Endpoint Detection and Response (EDR) integrates with the ActiveEyeSM Security Management Platform to provide additional threat intelligence, investigation, and orchestrated response actions to optimize protection of critical systems.

EDR integration with ActiveEyeSM accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the Customer's EDR tool and security policies.

Motorola Responsibilities

- Deploy and configure the EDR service and integrate with ActiveEyeSM Service Connectors necessary to monitor and interact with the EDR solution.
- Provide recommendations on endpoint security and configuration to optimize threat identification.
- The SOC will consult with the Customer to define a response automation plan that outlines the scenarios where the SOC should take automatic response actions on systems within the Customer environment. In cases outside the automatic response scenarios the SOC will open Security Cases with the Customer with recommended actions and await approval before taking actions.

Customer Responsibilities

- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EDR solution.

7.3 Security Operations Center Monitoring and Support

7.3.1 Scope

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules.

Motorola's SOC is staffed with security experts who will use the ActiveEyeSM Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

Motorola will monitor the VESTA® 9-1-1 MDR service in accordance with Motorola processes and procedures after deployment, as described in the Deployment Timeline and Milestones section.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with the MDR Priority Level Definitions and Response Times.

7.3.2 Responsibilities

Motorola Responsibilities

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the VESTA® 9-1-1 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

7.3.3 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 7-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.

7.3.3.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 7-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for EOI. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of EOI that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

7.3.3.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEyeSM, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

7.3.3.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

7.3.4 Managed Detection and Response Priority Level Definitions and Response Times

Priority for an alert-generated incident or EOI is determined by the ActiveEyeSM Platform analytics that process multiple incoming alert feeds, automation playbooks and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	<p>Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Malware that is not quarantined by anti-virus. ▪ Evidence that a monitored component has communicated with suspected malicious actors. 	Response provided 24 hours, 7 days a week, including U.S. public holidays.
High	<p>Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Malware that is quarantined by antivirus. ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques. 	Response provided 24 hours, 7 days a week, including U.S. public holidays.

Priority	Definition	Service Coverage
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: <ul style="list-style-type: none"> ▪ Suspected unauthorized attempts to log into user accounts. ▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ▪ Observed failures of security components. ▪ Informational events. ▪ User account creation or deletion. ▪ Privilege change for existing accounts. 	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

7.3.4.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

7.3.4.2 ActiveEyeSM Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEyeSM Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between

Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEyeSM Platform.

7.3.4.3 ActiveEyeSM Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEyeSM are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEyeSM Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

7.4 Included Services

7.4.1 Site Information

The services are based on the following deployment type:

Site Information	
Number of System Deployments	1
Type of System Deployment	Single Site Centralized
Number of Seats	17

7.4.1.1 Services Included

The ActiveEye service modules included in our proposal are viewable in the Subscribed column below. The Network Environment column designates the location of each module:

Service Module	Capabilities Included	Subscribed
Endpoint Detection and Response	Number of licenses: 17	Yes
Advanced Threat Insights	N/A	No

7.5 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. MDR does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or completion of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Note: Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

7.5.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

7.5.2 Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

7.5.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of

compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

7.5.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End-User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Palo Alto Networks

EULA: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf

Customer Data Processing Addendum:

https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

Section 8

Equipment List

8.1 North Las Vegas PD PSAP

VESTA® 9-1-1

Qty.	Part No.	Description
2	870899-0104R8.2	VESTA® 9-1-1 V911 R8.2 LIC/DOC/MEDIA
1	870891-66101	V911 CAD INTFC LIC ONLY
1	853031-DLSVRSG-2	VM Medium Server Bundle V-DL MED SVR BNDL SNGL
2	06500-00201	2-POST RELAY RACK MNT KIT
1	870890-75006	VIRTUAL MEDIA SET 017D
		VESTA® SMS <i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>
2	870891-66301	VESTA 9-1-1 SMS LIC
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
2	03800-03070	FIREWALL 60F <i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>
2	03800-03075	WARR FIREWALL 60F 5YR
2	809800-00200	CFG NTKW DEVICE
1	809810-00103	VESTA 9-1-1 Enhanced Data Window for RapidSOS V911 ADV DATA LVL 2 STD ANNUAL SUB
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
1	870809-00801	VESTA® 9-1-1 Multi-Queue Display V911 MQD MODULE
1	870810-01302	Automated Abandoned Callback VESTA 9-1-1 AAC PSAP MOD
		CFS Server Bundle

		<i>Note: CFS servers are required with Pocket Dial, Automated Abandoned Callback (AAC), and Queue Selector.</i>
1	853031-DLSVRCFS	V-DL CFS SVR BNDL
1	06500-00201	2-POST RELAY RACK MNT KIT
		VESTA® 9-1-1 Admin Printer
		<i>Note: Customer to provide Printer Equipment</i>
		Network Equipment
		<i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access, RapidSOS, Citizen Input, Smart Transcription and Outbound Text.</i>
1	03800-03070	FIREWALL 60F
1	03800-03075	WARR FIREWALL 60F 5YR
1	809800-00201	VPN CFG SVCS
1	809800-00200	CFG NTKW DEVICE
3	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
3	04000-02919	USB CONSOLE CBL
		<i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>
		Peripherals & Gateways
2	04000-00129	MED 1000B CHASSIS BNDL
1	870890-74901	V911 M1KB FIRMWARE
2	04000-00190	SW SPT M1000 GATEWAY 5YR
5	04000-00116	MED 1000 FXO-LS BNDL
3	04000-00119	MED 1000 FXS-O BNDL
1	04000-00152	MED 1000 1-SPAN BNDL
1	04000-00195	SW SPT M1000 T1 MOD 5YR
		Session Border Controllers (SBC)
1	04000-00548	MED 800C E-SBC BNDL
1	04000-00535	SW SPT MED 800C GATEWAY 5YR
1	809800-17007	FIELD ENG-STANDARD
3	04000-00547	MED 800C E-SBC 10 SBC SESSIONS (1-250)
		ALI/CAD Output
1	04000-01761	DIGI CONNECT EZ 4
1	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC
2	65000-03040	CBL NULL MODEM DB25M/M 6FT

		Cabinet & Peripheral Equipment <i>Note: Cabinet must come pre-equipped with power strips if customer chooses to provide and sends it to Motorola Solutions Connectivity, Inc. for configuration.</i> 1 00600-20042 CABINET 42U 19IN 1 63009-192803 MNTR RACK KYBD KVM 19IN 1 06500-02302 SHELF 19IN CAB MT BLK 1 04000-00707 FAN KIT BLK 1 00600-20143 CABINET ROOF FAN HOLE 1 04000-50033 SEISMIC BRACING KIT 2 04000-12851 NON-SRG PDU 20 AMP 2 04000-25631 PDU 24-OUTLET TWST LOCK 20AMP 1 809800-80044 SVR CAB CFG FEE Time Synchronization Equipment <i>Note: Customer to provide NTP compliant device.</i>
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CommandCentral Cloud Services

Qty.	Part No.	Description
		Citizen Input and Smart Transcription 1 870899-60002.0 V911 CLOUD INTERFACE - NO API 15 873090-11302 V911 SMART TRANSCPT LIC 15 873090-11301 V911 CITIZEN INPUT LIC 40 809800-35605 CI/ST BUNDLE NAMED USER 5YR 15 809800-16990 CI / ST BUND SYS IMP- PER POS 1 809800-16991 CI / ST BUND SYS IMP- 1ST AGENCY/ SITE <i>Note: Citizen Input, Smart Transcription and Aware require a firewall (60E or 60F) per host for internet connectivity.</i> Aware for 9-1-1 1 ISV00S02379A DELIVER SERVICES 1 PSV00S04008A CC AWARE PSAP STARTER VIRTUAL TRAINING 1 SSV00S01450B LEARNER LXP SUBSCRIPTION 1 SSV00S03370A CC AWARE PSAP STARTER BUNDLE 1 SSV00S03380A INTEGRATION VESTA 911

VESTA® CommandPOST

Qty.	Part No.	Description
		VESTA® 9-1-1 Activity View
15	873099-00802	V911 ACT VIEW LIC PER ST
1	873099-00702	V911 ACTIV VIEW SYS LIC
1	809800-35124	V911 ACT VIEW SW SPT 5YR
		VESTA Admin Workstation
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
		<i>Note: Customer to provide Monitor</i>
1	809800-00102	GENERIC WKST CFG FEE
		VESTA® 9-1-1 Advanced Enhanced Operations
15	PS-0AD-VSML	VADV MLTP PER SEAT LIC
15	SS-0AD-VSSL-5Y	SPT VADV 5YR
		VESTA® 9-1-1 IRR Module
15	873099-00502	V911 IRR LIC/MED
15	809800-35114	V911 IRR SW SPT 5YR
		CommandPOST Hardware
15	61050-G819605-5Y	HP LAPTOP W/O OS & WARR 5YR
15	04000-00448	WINDOWS 10 LTSC LIC 21H2
15	65000-00263	DOCK STATION THUNDERBOLT KIT
15	64021-10025	KYBD/MOUSE BNDL
		<i>Note: Customer to provide Monitor</i>
15	64007-50022	KEYPAD 24-KEY USB CBL 25FT
15	04000-01093	SWITCH KM 4-PORT
15	65000-13404	CBL USB 2.0 A/B 15FT
		<i>Note: Mouse activated arbitrator</i>
15	65000-00197	KIT CBL DP/USB 15FT EXT
		<i>Note: Extension cable kit if extension is required without KVM - directly from PC and monitor to keyboard/mouse.</i>
15	853030-00302	V911 SAM HDWR KIT
30	833401-00101G-15	CBL SAM JKBX 15FT
15	853004-00401	SAM EXT SPKR KIT
15	65000-00124	CBL PATCH 15FT
15	02800-20501	HDST 4W MOD ELEC MIC BLK
15	03044-20000	HDST CORD 12FT 4W MOD BLK
15	809800-35109	V911 IWS CFG
15	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE

		Monitoring, PM & AV Service: Workstations <i>Note: Includes (15) Laptop</i> <i>In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.</i> M&R WKST AGENT LICENSE M&R PM AV WKST SRVC 5YR
15	870891-66402	
15	809800-16381	
1	000001-06795	Training CPOST ON-SITE TRNG <i>Note: On-site training included as part of the VESTA® 9-1-1 Admin training using customer equipment. CommandPOST positions must be configured to the network/firewall prior to training. This is a 15 minute demonstration on how to use the CommandPOST position.</i>

VESTA® Analytics

Qty.	Part No.	Description
1	873399-00103.6	VESTA® Analytics Standard - Multi Product Purchase
1	873391-00501	V-ANLYT 3.6 MED
1	873391-00301	V-ANLYT STD LIC
1	873391-00301	V-ANLYT USER LIC
15	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC
15	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR
1	873391-00901	VESTA® Analytics Modules V-ANLYT ADV RPT PKG LIC
1	BA-M00-ASA0-3	VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle <i>Note: Additional Hardware to be installed in DDS-B Server.</i> V-ANLYT STD ADD-ON

Managed Services

Qty.	Part No.	Description
1	809800-14151	Monitoring & Response (M&R): Activation Fee <i>Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.</i> M&R ACT FEE, MED SITE Monitoring, PM & AV Service: Servers <i>Note: Includes (2) DDS Servers, (1) VESTA Analytics Server</i>

3	870891-66401	M&R SVR AGENT LICENSE
3	809800-16365	M&R PM AV SVR SRVC 5YR
Monitoring, PM & AV Service: Workstations <i>Note: Includes (1) Management Console, (1) Activity View Workstation</i>		
2	870891-66402	M&R WKST AGENT LICENSE
2	809800-16381	M&R PM AV WKST SRVC 5YR
Monitoring, PM & AV Service: IP Devices <i>Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) ASN Node 1, (1) ASN Repo, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (2) CFS Linux VMs, (1) CFS Host, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways, (2) SBC Gateway Devices, (1) NAS Device</i>		
20	870891-66403	M&R NETWORK/IP LICENSE
20	809800-16347	M&R IP DEVICE SRVC 5YR

Cybersecurity Services

Qty.	Part No.	Description
Managed Detection & Response - Core Service <i>Note: Includes 24/7 SOC, ActiveEye Portal and EDR (Endpoint Detection & Response).</i>		
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
Managed Detection & Response - Console Service <i>Note: Includes (1) Management Console, (15) CommandPOST, (1) Activity View Workstation</i>		
17	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
17	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
17	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
17	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
17	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
Installation Services		
80	809800-17007	FIELD ENG-STANDARD

Extended Warranties

Qty.	Part No.	Description
3	04000-01620	Server Extended Warranty <i>Note: Includes (2) VESTA 9-1-1 Servers, (1) CFS Server</i> WARR 24X7 DL380G10 5YR <i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.</i>
2	04000-01594	Workstation Extended Warranty <i>Note: Includes (1) Management Console, (1) Activity View Workstation</i> WARR 5YR NBD HP 800 MINI <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i> <i>Warranty uplift for laptop is bundled with the laptop (see VESTA CommandPOST section above).</i>

VESTA® Services

Qty.	Part No.	Description
240	809800-17007	MSIDirect Services <i>Note: Includes VESTA 9-1-1, VESTA Analytics, VESTA SMS</i> FIELD ENG-STANDARD FIELD ENG-EXPRESS FIELD ENG-EXPRESS SMS E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC <i>Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include:</i> * Firewall Configuration * VESTA 911 / VESTA SMS configuration * Import of VESTA SMS VM's (if applicable) * Preparation of screen layouts * TCC Testing * Carrier Testing * Express Field Engineering Services * Remote Project Management * E-Learn SMS Admin Delta Training Course
120	809800-17006	
90	809800-17006-SMS	
1	000001-06805-SMS	
209	809800-17035	MSI DIRECT SITE READINESS SVCS <i>Note: Cold Install/Rack and Stack</i>
283	809800-51010	MSI DIRECT PM
97	809800-00132	MSI DIRECT ENGINEERING SERVICES
15	809800-17055	MSI DIRECT MAINT SVC - 5YR
1	SYS-MANAGEMENT	SYSTEM MANAGEMENT
15	809800-51017	ECH SERVICE MGMT PER POS 5YR

4	000001-06701	<p>Training</p> <p>V9-1-1 AGENT TRNG</p> <p><i>Note: VESTA® 9-1-1 Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA® 9-1-1 Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.</i></p>
1	000001-06704	<p>V9-1-1 ADMIN FOR STD</p> <p><i>Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i></p>
1	000001-06075	<p>E-LEARN V9-1-1 ACT-VIEW TRNG</p> <p><i>Note: E-Learning for VESTA® 9-1-1 Activity View is a computer-based training course. The course is for up to a maximum of 5 students. E-Learning course is available for each student for 365 days.</i></p>
4	000001-06806	<p>E-LEARN V9-1-1 SMS AGENT DELTA TRNG</p> <p><i>Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.</i></p>
1	000002-24404	<p>V-ANLYT ADMIN TRNG</p> <p><i>Note: VESTA® Analytics Admin bundle includes (1) 1 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i></p>
2	000001-08541	<p>Cutover Coaching</p> <p>CUTOVER COACHING</p> <p><i>Note: Cutover Coaching includes (1) 8 hour session within a 24 hour day. Includes trainer's daily training expenses and travel.</i></p>

VESTA Service Packages

Qty.	Part No.	Description
1	LSV06S03788A	<p>VESTA 9-1-1 Service Package</p> <p>VESTA 911 SRVC PKG - 5 YEARS</p>

Section 9

Pricing

9.1 VESTA 9-1-1 Solution

PRICING SUMMARY	
<u>Single Backroom VESTA 911</u>	
Hardware/Software	\$602,173.08
Implementation, Project Management and Training	\$149,529.76
Software Support	\$417,780.84
Onsite Maintenance	\$202,500.00
Hardware Warranties	\$2,313.00
Extended Warranties	\$25,319.39
Managed Detection & Response	\$138,750.00
Citizen Input & Smart Transcription	\$114,860.00
Aware for 9-1-1	\$88,445.56
Discount	-\$88,445.56
Total	\$1,653,226.07

* Quote is valid for 90 days from the date of this proposal.

9.2 Payment Terms

Total Contract value selected from the above purchased options is **\$1,653,226.07**.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution	25%
2	Shipment of Equipment	60%
3	Installation of Equipment at Customer Site	10%
4	Final Acceptance	5%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

The Annual Recurring Charges (ARC) for Software support, Onsite Maintenance, and Managed Detection & Response will be invoiced monthly ahead of each month.

Section 10

Contractual Documentation

Motorola's Proposal is subject to the terms and conditions of the Master Customer Agreement ("MCA"), its Exhibits and applicable Addenda. The customer may accept this Proposal by providing to Motorola a signed copy of the MCA. This proposal shall remain valid for a period of 90 days from the date of this cover letter.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b)

break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's

premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such

termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

3.4. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Funding. Customer affirms they have signatory authority to execute this contract. The contract price of \$1,653,226.07, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

4.2. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's

receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that

any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party’s terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement.**

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document;

and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and

Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or

its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping

procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Processing Addendum _US

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”)) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“Customer Data” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“Customer Contact Data” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“Data Protection Laws” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“Data Subjects” means the identified or identifiable person to whom Personal Data relates.

“Metadata” means data that describes other data.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“Personal Data” or **“Personal Information”** means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Process” or **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Security Incident” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

“Third Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

2.2. Motorola’s Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of

confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights

to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its

affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized

“escort” within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer’s request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act (“CCPA”) and/or the California Privacy Rights Act (“CPRA”) (collectively referred to as the “California Privacy Acts”), Customer acknowledges that Motorola is a “Service Provider” within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any “sale” exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act’s definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 CPA, CTDPA, VCDPA. If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), or the Virginia Consumer Data Protection Act (“VCDPA”) Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation.

Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Controller

2.

...

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.

Name: Motorola Solutions, Inc.

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Processor

2. ...

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);

- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or

- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data

importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymisation and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorisation

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard

workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimisation

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors. The controller has authorised the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2.

...

Communications Systems Addendum

This Communications Systems Addendum (this “**CSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this CSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This CSA governs Customer’s purchase of certain Motorola radio Products, including Communications Systems, and will form part of the Parties’ Agreement. A “**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Communications System or other software Products, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This CSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Communications System or other software Products purchased under this CSA and not with respect to other Products and Services.

2. Communications Systems; Applicable Terms and Conditions.

2.1. Communications System. If Customer purchases a Communications System, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites, including on devices sold to Customer by Motorola or on Customer-Provided Equipment, are subject to the EPSLA. Communications Systems described in this Section qualify for the System Warranty as described in **Section 5.2 – Communications System Warranty** (the “**System Warranty**”). In connection with a Communications System, Customer may also purchase additional Subscription Software that integrates with its Communications System (e.g., Critical Connect) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. Services.

2.2.1. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Communications System are subject to the MCA, and as described in the applicable Ordering Document.

2.2.2. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Ordering Document. Support for the Motorola Licensed Software will be in accordance with Motorola’s established Software Support Policy (“**SwSP**”). Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola’s Lifecycle Management Services (“**LMS**”) after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in an Ordering Document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Ordering Documents, and the proposal (if applicable). These collective terms will govern the provision of such Services.

2.2.3. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3. Communications System Acceptance.

3.1. Acceptance. Any Communications System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("**Acceptance Tests**") set forth in the Acceptance Test Plan attached as **Exhibit B-4 – Acceptance Test Plan** hereto ("**System Acceptance**"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in **Exhibit C**. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

3.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance. Therefore, Customer will not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or use of the Communications System is otherwise authorized in writing by Motorola. Upon such date that Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

4. Payment. Customer will pay invoices for the Products and Services covered by this CSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms are set forth hereto in **Exhibit A – Payment**.

5. Warranty.

5.1. Radio Products Warranty. The warranties applicable to Motorola-manufactured Equipment set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

5.2. Communications System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the date of System Acceptance, (a) such Communications System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one

(1) year commencing upon System Acceptance (the “**Warranty Period**”) instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this CSA.

6. Additional Equipment or Software with a Communications System. Following the date of System Acceptance, Customer may order additional Equipment or Software that is intended for use with the Communications System for an additional three (3) years, if it is then available. Each purchase order must refer to the Agreement, and must specify the pricing and delivery terms.

7. Broadband Enabled Devices. The terms set forth in this **Section 7 – Broadband Enabled Devices** apply to broadband-enabled devices.

7.1. Subscription Services. Customer’s purchase of any broadband-enabled radio devices, such as ApXNext radios, includes certain Subscription Software all of which are subject to the SSA. Customer’s purchase of any such broadband enable devices may include an initial or trial subscription to the Subscription Software included with purchase of the device; following expiration of such initial or trial term, Customer must purchase a subscription for continued use of such Subscription Software.

7.2. Flow-Down Terms. Additional license terms apply to third-party broadband services purchased in connection with a broadband enable Communications System, which are available online at: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

8. Critical Connect. The terms set forth in this **Section 8 – Critical Connect** apply to Motorola’s Critical Connect Product. Motorola’s Critical Connect Product is Subscription Software, and any purchase of such Product will be subject to the SSA.

8.1. Term. Notwithstanding the SSA, the Initial Subscription Period of the Critical Connect service shall be for a period of three (3) years from the date of delivery. Renewal Subscription Years shall be for subsequent three (3) year periods rather than twelve (12) month periods as set forth in the **Section 4 – Term** of the SSA, with such renewals to automatically occur unless one party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term.

8.2. Cancellation Fees. If Customer terminates the Critical Connect subscription prior to the end of the then-current Subscription Term, Customer will be obligated to pay a cancellation fee of fifty percent (50%) of the remaining three (3) year Initial Subscription Period or Renewal Subscription Year at list price.

8.3. Service Tiers. Customer can upgrade the Critical Connect Subscription Software to higher tiers or downgrade to a lower tier. Additionally, Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When Customer performs a tier upgrade or downgrade, the Subscription Term will be reset and a new three (3) year Initial Subscription Period will commence.

8.4. Port Restrictions. The Motorola on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is strictly prohibited.

9. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Ordering Document. In additions to the terms of this CSA, transport connectivity services shall also be governed by the terms of Motorola’s standard Transport Connectivity Addendum.

10. Attachments. In the case of any Communications System sale, the Exhibits listed below will be attached hereto and incorporated into and made a part of this CSA:

- Exhibit A "Payment"
- Exhibit B Technical and Implementation Documents
 - B-1 "System Description" dated _____
 - B-2 "Pricing Summary & Equipment List" dated _____
 - B-3 "Implementation Statement of Work" dated _____
 - B-4 "Acceptance Test Plan" or "ATP" dated _____
 - B-5 "Performance Schedule" dated _____
- Exhibit C "System Acceptance Certificate"

11. Survival. The following provisions will survive the expiration or termination of this CSA for any reason:
Section 1 – Addendum; Section 2 – Communications Systems; Applicable Terms and Conditions;
Section 7 – Broadband Services; Section 8 – Critical Connect; Section 11– Survival.

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its

Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

10. Software Systems; Applicable Terms and Conditions.

10.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

10.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then

such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

11. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

12. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

13. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue

for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

14. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

15. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

16. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

17. Applicable End User Terms. Additional license terms apply to third-party software included in CAD and Records Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

18. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

18.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

18.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering

Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

18.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

19. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

19.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

19.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

20. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

20.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

20.2. Data Retrieval. Cloud hosted software will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 24 hours to be viewable.

20.3. Maintenance. Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.

21. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”) and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] the (“**MCA**”). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties’ Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Communications System Addendum (“**CSA**”) as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-

hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 Lifecycle Management Services

3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the [] year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [] year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or

assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END